



School Board of Leon County, Florida
District Term Contract
DTC-24-1022

Property & Casualty Insurance Brokerage and Consulting Services

This Contract is between the School Board of Leon County, a public school district within Leon County, Florida, with offices at 2757 West Pensacola Street, Tallahassee, FL 32304 (District), and Risk Management Associates, Inc., (Contractor) located at 300 North Beach Street, Daytona Beach, FL 32114. The District and Contractor are collectively referred to herein as "Parties," and individually as a "Party." All capitalized terms shall have the meaning assigned to them in the Contract unless otherwise defined here.

The Contractor responded to the District's Request for Proposals, No: RFP 249-2024, Property & Casualty Insurance Brokerage and Consulting Services. The District has accepted the Contractor's Proposal and enters into this Contract in accordance with the terms and conditions of RFP 249-2024, Property & Casualty Insurance Brokerage and Consulting Services.

Accordingly, and in consideration of the mutual promises contained in the Contract, the Parties agree as follows:

I. Scope of Work

The services and/or commodities to be provided by the Contractor pursuant to this Contract are defined in RFP 249-2024, Property & Casualty Insurance Brokerage and Consulting Services, and all Addenda which are referenced and incorporated herein. The vendor's proposal is attached as Exhibit B. This Contract serves as a master agreement, with individual purchases being made via purchase orders (POs).

II. Contract Term

The initial term of the Contract is for three (3) years. The initial Contract term shall begin on January 10, 2024, or on the last date on which it is signed by all Parties, whichever is later.

III. Renewal Terms

The District and the Contractor may renew the Contract in whole or in part, for a renewal term not to exceed three (3) years, or portions thereof, upon mutual agreement of the Parties as set forth in the Contract.

IV. Contract

This Contract, together with the following attached documents (Exhibits), sets forth the entire understanding of the Parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

All Exhibits attached to this Contract are incorporated in their entirety and form as part of this Contract. The Contract has the following Exhibits:

- a) Exhibit A: RFP 249-2024, Property & Casualty Insurance Brokerage and Consulting Services and all Addenda;
- b) Exhibit B: Risk Management Associates, Inc., response to RFP 249-2024, Property & Casualty Insurance Brokerage and Consulting Services; and
- c) Exhibit C: Risk Management Associates, Inc., cost proposal.

In case of conflict, the documents shall have priority in the order listed:

- a) The District Term Contract;
- b) Exhibit A: RFP 249-2024, Property & Casualty Insurance Brokerage and Consulting Services and all Addenda;
- c) Exhibit B: Risk Management Associates, Inc., response to RFP 249-2024, Property & Casualty Insurance Brokerage and Consulting Services; and
- d) Exhibit C: Risk Management Associates, Inc., cost proposal.

V. Amendments

No oral modifications to this Contract are acceptable. All modifications to this Contract must be in writing and signed by both Parties, except changes to Section VII., below. Any future amendments of the Contract, which alter the definition of the services, shall define the services in the same format as Exhibit A.

Notwithstanding the order listed in Section IV, amendments issued after Contract execution may expressly change the provisions of the Contract. If an amendment expressly alters the Contract, then the most recent amendment will take precedence.

VI. Contract Notices

Contract notices may be delivered by email to the Contractor's designated contact person as prescribed in Section VII.

VII. Contract Management

The District employee who is primarily responsible for maintaining the Contract Administration file is:

Shelly Kelley, Coordinator
Office of the General Counsel
Leon County Schools
3397 West Tharpe Street
Tallahassee, FL 32303
Telephone (850) 488-1206
Email: kelleys2@leonschools.net

The District's Contract Manager is:

Tod Stupski, Director, Risk Management
725 S. Calhoun St.
Tallahassee, FL 32301
850-561-8359
Email: stupskit@leonschools.net

The District may appoint a different Contract Administrator or Manager, which will not require an amendment to the Contract, by sending written notice to the Contractor. Any communication to the District relating to the Contract shall be addressed to the District's Contract Manager, or designee.

The Contractor has assigned the following individual(s) to serve as the designated contact person for this Contract:

Primary Contact:

Matthew Montgomery, Executive Vice President
Risk Management Associates, Inc.
300 North Beach Street
Daytona Beach, FL 32114
Telephone: (386) 239-7245
Email: matt.montgomery@bbrown.com

All questions and customer service issues concerning this Contract shall be directed to the Contractor's designated contact person(s), above. It will be the designated contact person's responsibility to coordinate with necessary District personnel, as required, to answer questions and resolve issues. The Contractor must provide written notice to the District's Contract Manager, or designee, if a new employee is designated as the contact person for this Contract.

VIII. Termination

A. Termination for Convenience

This Contract may be terminated by either Party at will upon no less than 30 calendar days' written notice, unless a shorter period of time is mutually agreed upon by both Parties. The Board's sole obligation shall be to reimburse the Contractor for those goods or services shipped and accepted by the Board up to the date of termination, and costs incurred by the Contractor for unfinished goods, which are specifically manufactured for the Board and which are not standard products of the Contractor, as of the date of termination. In no event shall the Board be responsible for the loss of anticipated profit. Notice shall be delivered by certified mail (return receipt requested), by another method of delivery whereby an original signature is obtained, or in person with proof of delivery.

B. Termination for Cause

If a breach of this Contract occurs by the Contractor, the District may terminate the Contract for cause. The District choose to provide, at its exclusive option, an opportunity for the Contractor to cure the breach for cause within 30 calendar days upon written notice of the deficiency by the District. Any breach of this Contract which is still left uncured by the Contractor after the District has elected to provide 30 calendar days to cure (remedy) the breach, may result in the District's termination of this Contract upon 24 hours written notice by the District. If the District does not elect to afford an opportunity for the Contractor to cure a breach (e.g. instances of egregious Contractor conduct or other Contractor actions which may be harmful to the District), the District may immediately terminate this Contract for cause, upon 24 hours' written notice to the Contractor, as described in this section. Notice shall be delivered by certified mail (return receipt requested), in person with proof of delivery, or by another method of delivery whereby an original signature is obtained.

C. Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of this Contract.

D. Termination for Lack of Funds

In the event the funds to finance this Contract become unavailable, the District may terminate the Contract upon no less than 24 hours' notice, in writing, to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained. The District shall be the final authority as to the availability of funds.

E. Contract Termination Requirements

If at any time, the Contract is cancelled, terminated, or otherwise expires, and a Contract is subsequently executed with a contractor other than the Contractor or service delivery is provided by the District, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent provider. This includes, but is not limited to, the timely provision of all Contract-related documents, information, and reports, not otherwise protected from disclosure by law to the replacing party.

IX. Assignment

The Contractor shall not sell, assign, or transfer its responsibilities or interests under this Contract to another party without prior written approval of the District's Contract Manager, or designee. The District shall, at all times, be entitled to assign or transfer its rights, duties, and obligations under this Contract to another governmental agency or special district of the State of Florida upon providing written notice to the Contractor.

X. Subcontracts

The Contractor is fully responsible for all work performed under this Contract. The Contractor may, upon receiving written consent from the District's Contract Manager, or designee, enter into written subcontract(s) for performance of certain obligations under this Contract. No subcontract shall relieve the Contractor of any responsibility for the performance of its contractual duties. All payments to subcontractors shall be made by the Contractor.

It is understood and agreed that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under this Contract. All subcontractors are subject to the same background check requirements as are referenced in Exhibit A.

XI. Price Adjustments

Any price decrease effectuated during the Contract period by reason of market change or special sales offered to other customers shall be passed on to the District. This shall also apply to all in-place equipment on a rent or lease plan. Price increases are not accepted, unless otherwise stated. All prices are firm and shall be held for the duration of the Contract term. The District may, at its sole discretion, review a request from the Contractor for an equitable adjustment in Contract pricing if pricing or supply availability is

affected by extreme or unforeseen conditions in the marketplace, outside of the Contractor's control. Requests shall be submitted to the District's Contract Manager along with justification and backup information, as necessary, such as a letter from a manufacturer regarding price increases. The District will consider the request and respond within 30 days. The Contractor shall continue to fill orders at the current Contract pricing until a decision has been made.

XII. Additions/Deletions

During the term of the Contract, the District reserves the right to add or delete the number of commodities or services, when considered to be in its best interest. Pricing shall be comparable to amounts awarded.

XIII. Other Conditions

A. Public Records

The Contractor agrees to (a) keep and maintain public records required by the Board to perform the service; (b) upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Board; and (d) upon completion of the Contract, transfer, at no cost to the Board all public records in possession of the Contractor, or keep and maintain public records required by the Board to perform contractual obligations. If the Contractor transfers all public records to the Board upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, then the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request, in a format that is compatible with its information technology systems. The Board may unilaterally terminate the Contract for refusal by any Contractor to allow public access to all documents, papers, letters, or other material made, or received by the Contractor in conjunction with the Contract unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Section 119.07(1), F.S. or Section 119.071, F.S. Additionally, the Contractor may be subject to penalties under Section 119.10, F.S.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the custodian of public records at:

**Leon County Schools
ATTN: Julie Jernigan
2757 West Pensacola Street
Tallahassee, Florida 32304
Telephone: (850) 487-7177
Email: jerniganj@leonschools.net**

B. Disputes

Any dispute concerning performance of the terms of this Contract shall be resolved informally by the Contract Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the District's Divisional Director of Business Services or designee. The District's Divisional Director of Business Services, or designee, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Parties, the Contract Managers and the District's Contract Administrator.

C. Notices

All notices required or permitted by this Contract shall be given in writing and by hand-delivery or email to the respective Parties. All notices by hand-delivery shall be deemed received on the date of delivery and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable. Both Parties may change their contact information and Contract Manager by written notice given to the other Party as provided above.

D. Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Contract. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the District under this Contract. At a minimum this coverage shall include general liability coverage no less than \$1 million per occurrence and \$2 million in aggregate. Upon the execution of this Contract, the Contractor shall furnish the District's Contract Manager, or designee, written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The District reserves the right to require additional insurance where appropriate.

If the Contractor is a state agency or subdivision as defined in Section 768.28, F.S., the Contractor shall furnish the District, upon request, written verification of liability protection in accordance with Section 768.28, F.S. Nothing herein shall be construed to extend any Party's liability beyond that provided in Section 768.28, F.S.

E. Employee Status

This Contract does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the District and Contractor are independent contractors under this Contract and neither is the employee of the other for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law.

F. Force Majeure

Neither Party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption or performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

G. Available Funding

The District's performance and obligation to pay for goods and services under this Contract are contingent upon available annual funding. The costs of services paid under any other Contract or from any other source are not eligible for reimbursement under this Contract.

H. Scrutinized Companies Contractor Certification

The Contractor certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the resulting Contract exceeds \$1,000,000.00 in total, (not including renewal years), the Contractor certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. Pursuant to Sections 287.135(5), F.S., and 287.135(3), F.S., the Contractor agrees the District may immediately terminate the resulting Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the resulting Contract. Any company that submits a bid or proposal for a Contract, or intends to enter into or renew a Contract with an agency or local governmental entity for goods or services, of any amount, must certify that the company is not participating in a boycott of Israel.

CONTRACTOR:
RISK MANAGEMENT ASSOCIATES, INC.,



Authorized Representative

Executive Vice President

Title

1/5/2024

Date


SCHOOL BOARD OF LEON COUNTY, FL



Rosanne Wood, Board Chair

1/10/2024

Date



Rocky Hanna, Superintendent

1/10/2024

Date

Request for Proposals (RFP)



Property & Casualty Insurance Brokerage and Consulting Services (Re-Solicitation)

RFP 249-2024

RFP Released: October 23, 2023

Deadline for Questions*: October 31, 2023

Proposals Due*: 2:00 p.m. on November 21, 2023

Staci Coppinger
Procurement Officer

Leon County Schools
Purchasing Department
3397 West Tharpe Street
Tallahassee, Florida 32303

*Timeline subject to change. Changes will be communicated through an addendum to this RFP (see Section 1.8)

RFP Timeline

| Steps in the RFP process | Date and Time | Location (if applicable) |
|---|---------------------------------|---|
| Release of RFP | October 23, 2023 | District Website https://www.leonschools.net/Page/4411 DemandStar https://www.demandstar.com |
| Written Questions Due | October 31, 2023 | Submit to: Staci Coppinger, Procurement Officer Subject: RFP 249-2024 Property & Casualty Insurance Brokerage and Consulting Services (Re-Solicitation) Email: purchasing@leonschools.net |
| Anticipated Posting of Answers to Submitted Questions | November 7, 2023 | District Website https://www.leonschools.net/Page/4411 DemandStar https://www.demandstar.com 17 |
| Sealed Proposals Due and Opened | November 21, 2023 at 2:00 pm | Submit to: Leon County Schools Purchasing Department Attn: Staci Coppinger, Procurement Officer RFP 249-2024 Property & Casualty Insurance Brokerage and Consulting Services (Re-Solicitation) 3397 W. Tharpe Street Tallahassee, FL 32303* <small>*Also the location for the Response Opening</small> |
| Evaluation Team Meeting | December 4, 2023 | Leon County Schools Purchasing Department 3397 W. Tharpe Street Tallahassee, FL 32303 |
| Anticipated Date the District will Advertise its Notice of Board Decision | December 15, 2023 | District Website https://www.leonschools.net/Page/4411 DemandStar https://www.demandstar.com |

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SECTION 1: Key information



1.1 Quick Facts

The School Board of Leon County, Florida, (hereinafter referred to as the “District”), is requesting sealed proposals from interested, available, and qualified firms to provide property insurance broker services.

- a. The use of capitalization (such as Proposer) denotes words and phrases with special meaning as defined in [Section 5, Definitions](#).
- b. All dates and times reflect Eastern Time (Tallahassee, Florida) unless otherwise indicated.
- c. The District reserves the right to perform, or cause to be performed, the services herein described in any manner it sees fit, including, but not limited to, award of other contracts, utilization of existing State or governmental contracts, public purchasing cooperatives, or to perform the work with its own employees.



1.2 Proposer Qualifications

Proposers shall maintain a permanent place of business, have adequate finances, and sufficient personnel to perform the services of this Contract.

- a. Any broker or agent who will be on the service team shall be duly licensed to conduct business in the State of Florida;
- b. Broker or agent shall have a minimum of five (5) years continuous experience in Property & Casualty Insurance Brokerage and Consulting Services in the government sector such as a municipality, school district, or other governmental entity;
- c. Broker or agent shall have experience in providing Property & Casualty Insurance Brokerage and Consulting Services to at least three (3) customers of similar scope and size such as a municipality, school district, or other governmental entity;
- d. Broker or agent shall have experience placing a property insurance program with a minimum of Total Insured Values (TIVs) in the State of Florida in excess of \$150,000,000.



1.3 How to Contact Us (Procurement Rules and Information)

- a. All questions related to this RFP must be made in writing, via email, to the Procurement Officer listed below. Questions will only be accepted if submitted in writing on or before the date and time specified in the Timeline.
- b. On or about the date referenced in the Timeline, the District will advertise its answers to written questions on the District’s website at <https://www.leonschools.net/Page/4411> and DemandStar at <https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/>.
- c. Between the release of the solicitation, and the end of the 72-hour period following the advertisement of the Notice of Board Decision (the 72-hour period excludes Saturdays, Sundays, and District holidays), Proposers to this RFP, or persons acting on their behalf, may not contact any employee or officer of the Leon County School Board or Superintendent concerning any aspect of this solicitation, except in writing to the

Procurement Officer as provided in this solicitation or directed by the District. Violation of this provision may be grounds for rejecting a Proposal.

- d. Any person requiring special accommodations in responding to this solicitation because of a disability should contact the LCS Purchasing Department at (850) 488-1206 at least five (5) days before any pre-solicitation conference, solicitation opening, or public meeting. Persons who are deaf, hard-of-hearing, deaf-blind, or speech-disabled may contact the LCS Purchasing Office by using the Florida Relay Service at 1-800-955-8771 (TTY/ASCII).
- e. **The District's Procurement Officer**
Name: Staci Coppinger, Procurement Officer
Purchasing Department
Leon County Schools
3397 W. Tharpe Street
Tallahassee, FL 32303
Telephone: (850) 488-1206
Email: purchasing@leonschools.net
- f. The Proposer shall not initiate or execute any decision, or action arising from any verbal discussion with any District employee related to this RFP. Only written communications from the District's Procurement Officer and formal addendums are considered duly authorized expressions on behalf of the District. Additionally, only written communications from a Proposer are recognized as duly authorized expressions on behalf of the Proposer.



1.4 Developing Your Proposal

- a. This RFP is being issued as part of an open, competitive process and sets out the steps and conditions that apply.
- b. Proposers should take the time to read and understand the RFP. In particular, they should:
 - 1. Review Title XLVIII, [K-20 Education Code](#), within the Florida Statutes.
 - 2. Develop a strong understanding of the District's requirements detailed in [Section 2](#).
 - 3. Ensure their company is on file and in good standing with the Florida Department of State, or provide certification of exemption from this requirement, as required for all entities defined under Chapters 607, 617, or 620, Florida Statutes (F.S.), seeking to do business with the District.
- c. Proposers should prepare a clear and concise Proposal, avoiding complicated jargon, and thoroughly describing their ability to meet the expectations of the District.
- d. Proposers must follow the format and instructions included in this RFP for their Proposal submittal.
- e. Proposals that contain provisions that are contrary to the material requirements of this RFP are not permitted. Including alternate provisions or conditions may result in the Proposal being deemed non-responsive to the solicitation.
- f. Proposers must use Attachment I (Cost Proposal Form), to submit pricing. Proposers shall not change or substantially alter the form, but fill it out completely, as instructed in Section 3.2 of this RFP.
- g. Proposers should thoroughly review their Proposal before submission to ensure the Proposal is complete and accurate and it has provided all information requested in the format prescribed in Section 3, Procurement Rules and Information.

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- h. The District is not liable for any costs incurred by a Proposer while responding to this RFP, including the costs associated with attending site visits, oral presentations, or negotiations, as applicable.
 - i. Proposers are expected to submit questions or concerns they have regarding the requirements or terms and conditions of this solicitation during the question and answer phase, per Section 1.3, a.
 - j. The District shall reject any and all Proposals that do not meet the following **pass/fail criteria (also referred to as Mandatory Responsiveness Criteria)**. Any Proposal rejected for failure to meet these requirements will not be evaluated further:
 - 1. The Proposal shall demonstrate that Proposer is duly licensed in the State of Florida and has a minimum of five (5) years continuous experience in Property & Casualty Insurance Brokerage and Consulting Services in the government sector such as a municipality, school district, or other governmental entity;
 - 2. The Proposal must demonstrate experience in providing Property & Casualty Insurance Brokerage and Consulting Services to at least three (3) customers of similar scope and size such as a municipality, school district, or other governmental entity;
 - 3. The Proposal must demonstrate that the Broker or agent has experience placing a property insurance program with a minimum of Total Insured Values (TIVs) in the State of Florida in excess of \$150,000,000
 - 4. The Proposer must confirm that all services to be provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, and Chapter 119, F.S.), Section 218.39, Florida Statutes, (F.S.) as defined in Chapter 10.800, Rules of the Auditor General; and
 - 5. The Proposer shall complete and submit Attachment I, Cost Proposal Form, Attachment II, Required Provisions Certification, Attachment III, Notice of Conflict of Interest, Attachment IV, Proposer Contact Information, and Attachment V, Proposers' References.



1.5 Submitting Your Proposal

- a. Proposers shall submit their Proposals in a sealed envelope or package with the RFP number and the date and time of the Proposal opening clearly marked on the sealed envelope or packaging. Proposers may submit their Proposals by mail, courier, delivery services (such as FedEx or UPS), or hand-delivery to the location below. **The District will not accept any Proposals submitted via email or fax.**

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- b. Proposers must mail or otherwise deliver their Proposals to the following address:
- Leon County Schools**
Purchasing Department
RFP 249-2024 Property & Casualty Insurance Brokerage and Consulting Services (Re-Solicitation)
Attn: Staci Coppinger, Procurement Officer
3397 W. Tharpe Street
Tallahassee, FL 32303
- c. It is the Proposer's responsibility to ensure their Proposal is delivered to the District by the date and time stipulated in the Timeline. The District's clock will stamp Proposals received and shall provide the official time for the Proposal opening. **Late Proposals will not be accepted.**
- d. Submit a Technical Proposal and a Cost Proposal in separately sealed and clearly labeled packages. The Cost Proposal may be shipped along with the Technical Proposal as long as it is sealed separately (such as in a sealed envelope) within the same shipping container and clearly marked.
- e. Submit one (1) signed, original Technical Proposal, five (5) additional hardcopies, and five (5) electronic copies of the Technical Proposal in searchable PDF format on individual electronic storage devices or flash drives (not password protected). The original Technical Proposal will take precedence in the event there is a discrepancy between the original and the hardcopies or electronic copies.
- f. Submit one (1) signed, original Cost Proposal (Attachment I), three (3) additional hardcopies and one (1) electronic copy of the Cost Proposal in searchable PDF format on an electronic storage device or flash drive (not password protected). The original Cost Proposal will take precedence in the event there is a discrepancy between the original and the hardcopies or electronic copies.
- g. The signed original Proposals shall be clearly marked as "Original" and the hardcopies shall be numbered one (1) through five (5).
- h. If the Proposer includes information in their Proposal that they believe is and have marked as confidential or trade secret, the Proposer should submit one (1) redacted hard copy and one (1) redacted electronic copy, in searchable PDF format (in addition to the non-redacted version) as outlined in Section 3.6.
- i. Proposers are encouraged to print Proposal documents double-sided and minimize the use of non-recyclable materials.
-



1.6 Proposal Opening

- a. Proposals are due and will be publicly opened at the time, date, and location specified in the Timeline.
- b. District staff are not responsible for the inadvertent opening of a Proposal that is improperly sealed, addressed, or not correctly identified with the RFP number.
- c. After the Bid Opening, interested parties may submit a written request to the Procurement Officer for the names of all Proposers.
-



1.7 Disposition of Proposals

- a. The District reserves the right to withdraw this RFP at any time and by doing, assumes no liability to any Proposer.
- b. The District reserves the right to reject any Proposals received in response to this RFP.
- c. The District reserves the right to waive Minor Irregularities when doing so would be in the best interest of the District. At its exclusive option, the District may correct Minor Irregularities but is under no obligation to do so.
- d. All documentation produced as part of this Proposal shall become the exclusive property of the District, may not be returned to or removed by the Proposer or its agents, and will become a matter of public record, subject to the provisions of Chapter 119, F.S. Selection or rejection of the Proposal will not affect this right. Should the District reject all Proposals and re-solicit, information submitted in response to this RFP will become a matter of public record as indicated in Section 119.071, F.S. The District shall have the right to use any ideas, adaptations of any ideas, or recommendations presented in any Proposal. The award or rejection of a Proposal shall not affect this right.



1.8 Changes to the RFP

The District will post all addenda and materials relative to this procurement on the District's Purchasing website at <https://www.leonschools.net/Page/4411> and on DemandStar at <https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/>.

Interested parties are responsible for monitoring this site for new or changing information relative to this procurement. Proposers are responsible for ensuring that all addendums have been read and incorporated, as applicable, in their Proposal.



1.9 Protest Procedures

Per Section 120.57(3), F.S., a Notice of Intent to Protest or a Formal Written Protest must be filed with the District's Purchasing Department within the timeframes established in Florida Statutes. Filings may be made physically at 3397 W. Tharpe Street, Tallahassee, Florida 32305, or via email to bidprotests@leonschools.net. Protests must be made in compliance with Rules 28-110.003 and 28-110.004, Florida Administrative Code (F.A.C.). Filings received on a weekend, District holiday, or after 5:00 p.m. will be filed the next business day.

Failure to file a protest within the time prescribed in Section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.

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SECTION 2: Scope of Work

2.1 Background

The District and the School Board are created under Article IX, Section 4, of the Constitution of the State of Florida. The School Board is an independent taxing and reporting authority responsible for the operation, control and supervision of all free public schools within the school district, subject to the Florida K-20 Education Code, Chapters 1000 – 1013, F.S. The Board consists of five (5) elected officials responsible for, among other things, the adoption of policies, which govern the operation of District public schools. The elected Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state laws, State Board of Education Rules, and School Board policies.

The District provides a standard, traditional curriculum to a student body of approximately 31,000 students ranging from pre-kindergarten through the 12th grade. The District also provides adult education at several facilities during regular and non-school hours. In addition to the standard curriculum, the District offers a variety of specialized technical training programs for the higher-grade levels.

2.2 Procurement Overview

Through this solicitation, the District is seeking competitive Proposals from experienced property & casualty insurance brokerage/consulting firms to perform a full range of services related to the design, implementation, maintenance and improvement of the District's insurance programs. The scope of work as outlined in this RFP establishes the minimum requirements to be provided by the Proposer.

Proposers can view current property valuation and vehicle inventory at:

<https://www.leonschools.net/Page/57876>

The District anticipates awarding one (1) contract for services, however, reserves the right to award to multiple vendors if it is in the District's best interest. The Successful Proposer must have the ability to begin the implementation of services if awarded, on or before January 10, 2024.

2.3 Contract Term

We anticipate that the Contract(s) will commence on January 10, 2024. The expected Contract term and options to renew are:

| Description | Time Period |
|-----------------------------------|---|
| Initial term of the Contract | Three (3) years, January 10, 2024 – January 9, 2027 |
| Optional Contract Renewal Term(s) | Up to three (3) years, or portions thereof |
| Maximum term of the Contract | Six (6) years |

2.4 Scope of Work

The District is requesting interested qualified firms to present broker qualifications and conceptual submittals for property insurance programs to financially transfer the risk of damage to District-owned properties. The District will review the submitted broker qualifications and may elect to interview one or more Proposers to evaluate the ability to be a strategic partner with the District in developing and administering an innovative program to include:

- a. Provide quality results for the District at the most reasonable cost;
- b. Position the District to minimize the impact of future variations of the property insurance market;
- c. Maximize financial recoveries in the event of a loss; and
- d. Provide adequate insurance to keep the District eligible for FEMA public assistance disaster funds.

2.4.1 Tasks

- a. The contractor shall use its best efforts to place insurance coverage on the District's behalf, included but not limited to:
 - i. Property NFIP Flood
 - ii. Blanket Builders' Risk
 - iii. Boiler & Machinery
 - iv. Excess Workers' Compensation
 - v. Excess Third-Party Liability
 - vi. Law Enforcement Liability Crime
 - vii. Cyber Security
 - viii. Fidelity Bonds and other miscellaneous bonds
 - ix. Miscellaneous Property and Liability Coverages
 - x. All property and casualty insurance coverages will be included
- b. The Awarded Vendor shall procure property insurance proposals and provide property insurance-related services including, but not limited to:
 - i. design, market, propose, and implement the broadest insurance program that adequately and economically protects the District;
 - ii. evaluate all proposals and make recommendations using appropriate staff to satisfy our requirements and provide professional services to perform the type of service required by the District;
 - iii. represent the District in all negotiations with insurers, underwriters, intermediaries, insurance regulators, and other parties (exception: legal issues);

- iv. assure that insurance coverage is placed with reputable insurers that are eligible to conduct business in Florida and have the financial capacity to pay claims;
- v. monitor and assess the current market and provide information on market conditions;
- vi. analyze alternative renewal dates for the property program;
- vii. ensure the availability of qualified personnel for consultation, conference, marketing, and service, including attendance at meetings and Board meetings as needed (see minimum brokerage firm qualifications in Section 1.2);
- viii. meet with the District to review and explain data requests and renewal plans;
- ix. prepare coverage submission and review with designated District personnel prior to release;
- x. market the insurance program and any requested options to secure the broadest coverage at the lowest possible cost with financially secure insurers;
- xi. meet with key insurers and intermediaries to explain District data and include District staff/consultants as appropriate;
- xii. bind coverage as directed by the District;
- xiii. provide necessary renewal documents (Binders, etc.);
- xiv. issue all insurance policies within 60 days of renewal or as soon as practical;
- xv. respond to questions and inquiries from the District. Serve as a resource for information on coverage issues, policy interpretation, claims issues, potential new exposures, and other issues;
- xvi. assist with the review of contracts and certificates of insurance from other parties;
- xvii. process policy claims;
- xviii. provide periodic loss reports;
- xix. provide periodic claim reports;
- xx. provide quarterly status reports of performance guarantees, if any;
- xxi. the Awarded Vendor or an affiliated organization must report any contingent commission, supplemental commission, profit-sharing bonuses, and other remuneration from carriers and/or intermediaries received by the responder or any other affiliated organization of the awardee in conjunction with the District's insurance program, and must be credited or the excess refunded to the District;
- xxii. provide, when requested, assistance to District partners in developing and meeting the need for the required insurance. This may include charter schools, vendors, and contractors, as needed;
- xxiii. disclose all sources of revenue in placing and servicing the account, and all revenues to other providers owned and non-owned;

- xxiv. the account manager(s) shall be readily available to service the District. The District reserves the right to approve the Account Manager(s).

2.4.2 Loss Control Services:

- a. Develop, with the District's assistance and involvement, loss control programs and strategies, including educational training, seminars, research and analysis of loss trends, and develop communication materials. Provide, at a minimum, quarterly reporting detailing the loss control activities and results.
- b. Loss control services will not be limited to property exposures but will also support the District's workers' compensation program and other safety initiatives.
- c. Participate in claims review meetings to ensure accuracy of reserves and effective claims management.
- d. Coordinate claim information with designated adjusters.
- e. Assist with emergency procedures and disaster planning.
- f. Assist with claim and coverage disputes.

2.5 Personnel: The Successful Proposer shall designate a single point of contact for communications with the District. A resume for all staff proposed to service the District shall be included with the Vendor's Proposal. Proposer's shall have, at the time of submitting their Proposal and throughout the term of the Contract, experienced auditors. The Successful Proposer shall supply the auditors with all the appropriate resources, supplies, equipment, and training to properly perform services in accordance with the RFP.

2.6 Contract: The District reserves the right to reject all proposed contracts and submit a contract to the successful broker for consideration. The RFP and awarded Proposal as well as any clarifying documents, will become part of the Contract.

2.7 Performance Monitoring

The District may utilize any or all of the following methodologies in monitoring the Successful Proposer(s) performance under the Contract and in determining compliance with Contract terms and conditions:

- On-site reviews of work performed;
- Documentation/review of timely response to work requests;
- Documentation/review of timely completion of work as assigned; and
- Documentation/review of invoices.

The Contract Manager will provide a written monitoring report to the Successful Proposer within 30 days of a monitoring visit. Non-compliance issues identified by the Contract Manager will be

described in detail to provide the Successful Proposer(s) the opportunity for correction, where feasible.

Within 10 calendar days of receipt of the District's written monitoring report the Successful Proposer shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (email acceptable), in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Contract Manager, time frames for compliance shall not exceed 30 calendar days from the date of receipt of the monitoring report by the Successful Proposer. CAPs that do not contain all information required shall be rejected by the Contract Manager in writing. The Successful Proposer shall have 15 calendar days from the receipt of such written rejection to submit a revised CAP; this will not increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified in the CAP, or as amended with prior approval of the District. If deficiencies are not corrected within the approved timeframe, the District will impose a financial consequence of \$100 per day until corrected. The Contract Manager may conduct follow-up monitoring at any time to determine compliance based upon the submitted CAP.

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SECTION 3: Procurement Rules and Information

3.1 Contents and Format of Proposal Submittals

Proposals are to be organized in TABs as directed below. Proposers shall include all the requested information in each TAB or their Proposal may be deemed non-responsive. Additionally, information included in the incorrect section may not be scored by the District's Evaluation Team.

a. TAB A Overview

1) Cover Letter

A cover letter on the Proposer's letterhead with contact information and the name and signature of the representative of the responding organization, authorized to legally obligate the Proposer to provide the services requested. If the Proposer is a subsidiary company, the name of the parent company shall be included. Finally, the cover letter must state that the Proposer agrees to provide the services as described in their Proposal and the RFP;

2) Executive Summary

Submit a brief executive summary stating the Proposer's understanding of the nature and scope of the services to be provided and the capability to comply with all terms and conditions of the RFP. No pricing information is to be included in the executive summary;

3) Financial Interest

Please include a list of any Board/District employees or officials that have a material financial interest (over 5%) using Attachment III, Section 2. Please include the employee/official's name, title/position, and the date they filed the required Conflict of Interest Statement with the Leon County Supervisor of Elections before the Proposal Opening.

b. TAB B Experience and Organization

1) References

Proposers shall provide at least three (3), but not more than five (5), references from governmental agencies for whom the Proposer has provided services of similar scope and size to the services identified in this RFP. References should reflect current or recent experience and must support the experience requirements of this RFP. To qualify as current/recent experience, services described by references shall be ongoing or shall have been completed within the 12 months preceding the issuance date of this RFP.

Each reference shall be completed and signed by the individual offering the reference, and certified by a notary public, using Attachment V, Proposer's Reference Form. **Current or former employees of the District or current or former members of the Board may not be used and will not be accepted as references if speaking to the services rendered to the District.** The District reserves the right to contact reference sources listed or previous clients not listed in the Proposer's Proposal.

2) Firm Overview: The following items must be included in this section:

- a. General information about the Brokerage Firm.
- b. Information on any current errors and omissions of actions against the local office.
- c. Information on any current legal action involving the local office.
- d. Information on any other litigation in or outside of Florida that might have an effect on the Firm's financial condition or its ability to complete the scope of services.
- e. Information regarding all current investigations by the Florida Attorney General or Florida Department of Financial Services involving the Brokerage Firm.
- f. Outline the process the Firm uses to evaluate the financial stability of insurers.
- g. Does the responding brokerage firm (or its parent company) own a property insurance wholesaler that transacts business in Florida? If Yes to the previous question, then please respond to the following:
- h. Does your firm currently place any public entity (or other) property business with this affiliated wholesaler?
- i. Does the affiliated wholesaler make a commission on a percentage of the premium basis for placements, and what is the range of customary percentages?
- j. Is this affiliated wholesaler your largest property wholesale partner? If awarded, the proposer must disclose the compensation earned by the affiliated wholesaler partner (as well as other wholesalers).

3) Narrative Record of Past Experience

As indicated in Section 1.4(j) of this RFP, it is a Mandatory Responsiveness Requirement that the Proposer has a minimum of five (5) years continuous experience in Property & Casualty Insurance Brokerage and Consulting Services in the government sector such as a municipality, school district, or other governmental entity. Details of the Proposer's experience meeting this requirement shall be provided in narrative form and with enough detail for the District to determine its complexity and relevance. Specifically, a Proposer shall include the following:

- a. A description of experience providing services similar in nature to the services sought in this RFP;
- b. The specific length of time the Proposer has provided similar services, and where services were provided;
- c. A narrative summary of contract performance in all of the above-identified contracts, self-disclosing any identified performance deficiencies and the assessment of financial consequences or liquidated damages;
- d. A summary of any exemplary or qualitative findings, recommendations, or other validations, which demonstrate operational experience. (i.e., specialized accreditation, grant awards, etc.); and

- e. A list of all contracts within the last five (5) years that were terminated before the natural expiration of the contract term, both those related to performance issues and those for any other reason, along with an explanation of the circumstances related to the termination.

- i. Stability

Proposers shall identify any suspension, revocation, or review of the Proposer's licensure in the last five (5) years. Proposers shall also disclose any bankruptcies, judgments, or liens within the last five (5) years.

- ii. Disputes

Proposers shall identify all contract disputes they (or their affiliates, subcontractors, agents, etc.) have had with any customer within the last three (3) years, relating to contracts under which they provided services similar in nature to those described herein. This shall include any circumstance involving the performance or non-performance of a contractual obligation that resulted in (i) identification by the contract customer that the Proposer was in default or breach of a duty under the contract or not performing obligations as required under the Contract; (ii) the issuance of a notice of default or breach; (iii) the institution of any judicial or quasi-judicial action against the Proposer as a result of the alleged default or defect in performance; or (iv) the assessment of any fines, liquidated damages, or financial consequences. Proposers must indicate whether the disputes were resolved and, if so, explain how they were resolved.

- iii. Subcontractor Information

If the Proposer plans to use subcontractors to provide any performance under the Contract, the Proposer shall include detailed information for all subcontractors with whom it plans on contracting. This information shall be provided using Attachment VII, Subcontracting Form. This information shall, at a minimum, include the following: name, contact information, the service(s) subcontractor will be providing under the prospective contract, the number of years the subcontractor has provided services, projects of similar size and scope to the Services sought via this RFP the subcontractor has provided, and all instances of contractual default or debarment (as a prime or subcontractor) the subcontractor has had in the past five (5) years.

4) Staffing Plan

The Proposer shall describe all staff assigned to the Contract, including an organizational chart outlining the hierarchy of key personnel for the Contract proposed under this RFP. The Proposer shall provide the resume(s) and background information of the staff that will be assigned to this account. Identify the proposed project manager who will be responsible for the day-to-day execution of the engagement and his or her relevant experience.

c. TAB C Required Forms

Proposers shall complete the following forms:

- a. The completed, notarized Attachment II, Required Provisions Certification signed by the authorized representative who signs the above-mentioned cover letter;
- b. Completed Application for Vendor Status*, and associated forms (<https://www.leonschools.net/cms/lib/FL01903265/Centricity/Domain/195/FORMS/Application%20for%20Vendor%20Status-ACH%20forms%20FEB%202021.pdf>);
- c. Attachment III, Notice of Conflict of Interest
- d. Attachment IV, Vendor Contact Information
- e. Attachment V, Proposer's Reference Form
- f. Attachment VI, Local Preference Affidavit (if applicable)
- g. Attachment VII, Subcontracting Form (if applicable)
- h. Attachment VIII, Drug-Free Workplace Certification (if applicable)
- i. Attachment IX, Certification Regarding Debarment
- j. Attachment X, Certification Regarding Lobbying

***Please note, if the Vendor is already registered with the District, it does not need to submit another application.**

3.2 Cost Proposal Submittals

Each Proposer shall complete and submit Attachment I, Cost Proposal Form, indicating pricing for services as detailed. The Cost Proposal Form shall NOT be included in the Proposer's Technical Proposal. The Cost Proposal Form shall be provided in a separate, sealed envelope. This envelope may be included in the shipping package with the Proposer's Technical Proposal; however, it must be separately sealed within the package. While factors that contribute to cost may be discussed in the Proposer's Proposal, actual pricing shall only be included in the Cost Proposal. Inclusion of price information in the Technical Proposal will result in finding the Proposal non-responsive.

3.3 Proposal Evaluation and Criterion

Failure to respond, provide detailed information, or provide requested Proposal elements will result in the reduction of points in the evaluation process. The District will reject any Proposal containing material deviations from the RFP. The District may waive any minor irregularities and technicalities. If only one responsive Proposal is received, the Team may negotiate the best terms and conditions with that sole Proposer or may recommend the rejection of all proposals as permitted by Section 6A-1.012(12)(c), F.A.C. The evaluation process will be conducted as described below. Evaluation of Proposals will be based on an average of the Evaluation Team Member's points (for sections evaluated by the Team).

3.3.1 Responsiveness Determination: Each Proposal will be reviewed by the District's Purchasing Department to determine if the Proposal meets the mandatory responsiveness

criteria as listed in Section 1.4(j) of the RFP. Proposals deemed non-responsive will not be further evaluated nor be considered for award. The individual responsible for this portion of the evaluation is not a member of the Evaluation Team.

3.3.2 Cost Evaluation: The District's Purchasing Department will review and assign Cost Points based on the formula below:

| Cost Component | Cost Points |
|--------------------------------------|------------------|
| Total Annual Compensation (Flat Fee) | 50 |
| TOTAL COST POINTS AVAILABLE | 50 points |

For Cost Points, the Vendor submitting the lowest Cost will receive the total points available. All other Proposals will receive Cost Points according to the following formula:

$$(N / X) \times \text{Cost Points Available} = Z$$

Where:

N = Lowest Price received by any Proposal

X = Vendor's Proposed Price

Z = Total Cost Points Awarded

3.3.3 Evaluation Team: This step evaluates the strengths of the companies that have responded to the RFP. The Team will score the Proposals using the evaluation criterion below.

| Evaluation Criterion | Maximum Assigned Points |
|---|--|
| CRITERION 1: Business Experience <ul style="list-style-type: none"> Has the Proposer demonstrated in its Proposal that it has experience in performing the types of services sought with clients similar in size and mission? How well did the Proposer convey their ability to provide services as described in this RFP? Are any issues or concerns identified regarding the Proposer's experience or ability to provide the services sought? | Excellent 30 Good 22.5 Fair 15 Poor 7.5 Unsatisfactory 0 |

| Evaluation Criterion | Maximum Assigned Points |
|---|---|
| CRITERION 2: Profile and Qualifications/Experience of the Firm <ul style="list-style-type: none"> • Demonstrated experience placing large and complex insurance programs for customers of similar scope and size such as a municipality, school district, or other governmental entity; • Demonstrated experience with Large Florida property insurance programs; and • Programs and actions taken to ensure adequate continuing professional education of the firm's staff. | <p>Excellent 30</p> <p>Good 22.5</p> <p>Fair 15</p> <p>Poor 7.5</p> <p>Unsatisfactory 0</p> |
| CRITERION 3: Approach to Service Delivery <p>The approach that the Proposer will use in providing the services</p> <ul style="list-style-type: none"> • Has the Proposer demonstrated in their Proposal an ability to effectively provide quality insurance brokerage services required by this RFP; • How well the Proposer's solution maximizes operational efficiencies and supports the District's goals; • Does the Proposal demonstrate a thorough, effective, and beneficial plan for the services sought through this RFP; • How the Proposer's proposed staffing plan serves the District's needs in terms of quantity and quality of the team members; and • How well does the Proposal demonstrate their understanding of the District's goals to be achieved via this RFP? | <p>Excellent 30</p> <p>Good 22.5</p> <p>Fair 15</p> <p>Poor 7.5</p> <p>Unsatisfactory 0</p> |
| CRITERION 3: Quality of References <ul style="list-style-type: none"> • To what extent does the Vendor's references demonstrate its ability to provide services under a Contract? • How well do the Vendor's recent clients compare to the size of scope of the services the District is seeking? | <p>Excellent 30</p> <p>Good 22.5</p> <p>Fair 15</p> <p>Poor 7.5</p> <p>Unsatisfactory 0</p> |

| Scored by LCS Purchasing Department | |
|---|---|
| CRITERION 5: COST POINTS | Points to be assigned per Section 3.3.2 |
| Local Preference (Board Policy 6450) <ul style="list-style-type: none"> • Leon County Vendors will receive 10 pts. • Adjacent County Vendors will receive 5 pts. | 10 |
| Small Business Certification (Board Policy 6325) | 5 |

3.3.4 Score Computation: All scores will be calculated (sections scored by the Team will be averaged per criterion) and combined for a Grand Total Score.

3.3.5 The table below provides scoring guidelines to be used by the District's Evaluation Team members when allocating points:

| Score | Score Description |
|------------------|--|
| Excellent | Exceeds expectations for effectiveness and responsiveness to the requirement. "Excellent" is defined as a proposal to a specific criterion that is extensive, detailed, exceeding all requirements and objectives of the solicitation, with the high probability of meeting the requirements with little or no risk to the School District. "Excellent" also demonstrates a complete understanding of the requirements, with the approach significantly exceeding performance and/or capability standards, has several exceptional strengths, shows no weaknesses, and will require normal contractor effort and project monitoring. |
| Good | Above minimum performance, effective and responsive to the requirement. "Good" is defined as a proposal which generally exceeds requirements in minor areas; therefore, has a good probability of meeting the requirements with little risk to the School District. "Good" also demonstrates a good understanding of the requirements, and the approach exceeds the performance or capability standards, with one or more strengths that will benefit the School District. Weaknesses will have little potential to cause a disruption of schedule, an increase in cost, or a degradation of performance. Normal contract effort and project monitoring will be required to overcome any difficulties. |
| Fair | Minimal acceptable performance standards and responsive to the requirement. "Fair" is defined as a proposal which generally meets the requirements. "Fair" demonstrates acceptable understanding of the requirements and the approach meets the performance or capability standards with no obvious strengths that will benefit the School District. Weaknesses will have the potential to cause a disruption of schedule, an increase in cost, or a degradation of performance. Special contractor |

| | |
|-----------------------|--|
| | emphasis and close monitoring will probably minimize any difficulties of risk. |
| Poor | Responsive to the requirement but below acceptable standards. "Poor" is defined as a proposal that demonstrates a limited understanding of the requirements, includes minor omissions, and the approach barely meets the performance or capability standards necessary for minimal contract performance. "Poor" demonstrates a misunderstanding of the requirements that may be corrected or resolved through discussions without a complete revision of the Proposal. Weaknesses can potentially cause some disruption of schedule, increase in cost, and/or degradation of performance even with special contractor emphasis and close project monitoring. |
| Unsatisfactory | Not responsive to requirement. "Unsatisfactory" is defined as a proposal not meeting the requirements without major revisions and proposes an unacceptable risk. "Unsatisfactory" demonstrates a misunderstanding of the requirements; the approach fails to meet performance or capability standard and contains major omissions and inadequate detail to assure the evaluator that the Proposer understands the requirement. |

3.4 Advertising Notice of Board Decision

A Contract will be awarded to the Responsive and Responsible Vendor(s) who receive the highest Final Score, considering price and other requirements as set forth in Section 3.3. The District reserves the right to award one (1) or more Contracts, in whole, or for part, for the services sought in this RFP. The District reserves the right to accept or reject any and all offers, or separable portions, and to waive any Minor Irregularity, technicality, or omission if the District determines doing so will serve the best interest of the Board.

As in any competitive solicitation, the Board shall advertise a public notice of Board Decision when the Board has decided on the outcome of the solicitation including, but not limited to, a decision to award a Contract(s), reject all Proposals, or to cancel/withdraw the RFP.

The Notice of Board Decision will be advertised on or about the date shown in the Timeline and will remain posted for a period of 72 hours (Saturdays, Sundays, and District holidays shall be excluded in the computation of the 72-hour period).

3.5 No Prior Involvement and Conflicts of Interest

Any Proposer who participated through decision, approval, disapproval, recommendation, preparation of any part of the purchase, influenced the content of the solicitation, rendered advice, investigated, audited, or served in any other advisory capacity, is ineligible to participate in this solicitation.

Additionally, no Proposer shall compensate in any manner, directly or indirectly, any officer, agent, or employee of the District for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Proposer. No officer, agent, or employee of the District or Board shall have any interest, directly or indirectly, in any Contract or purchase made, or

authorized to be made, by anyone for, or on behalf of, the Board. The Proposer shall have no interest, and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this RFP.

Certification and acceptance of this provision is incorporated in Attachment II, Required Provisions Certification.

3.6 Confidentiality, Proprietary, or Trade Secret Material

The District takes its public records responsibilities as provided under Chapter 119, F.S., and Article I, Section 24 of the Florida Constitution, very seriously. If the Proposer considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret, or otherwise not subject to disclosure under Chapter 119, F.S., the Florida Constitution, or other authority, the Proposer must also simultaneously provide the District with a separate redacted copy of its Proposal and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the District's solicitation name, number, and the name of the Proposer on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the District at the same time the Proposer submits its Proposal to the solicitation, and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Proposer shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret, or otherwise not subject to disclosure. Further, the Proposer shall protect, defend, and indemnify the District for any and all claims arising from or relating to Proposer's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Proposer fails to submit a Redacted Copy with its Proposal, the District is authorized to produce the entire documents, data, or records submitted by the Proposer in answer to a public record request for these records. In no event shall the District, Board, or any of its employees or agents, be liable for disclosing, or otherwise failing to protect, the confidentiality of information submitted in response to this solicitation.

3.7 Small Business Participation

This RFP, in the evaluation phase, is subject to the small business development provisions specified in Board Policy 6325. If the Proposer is considering using subcontractors, the District highly encourages the use of small business vendors.

3.8 Local Business Preference

This RFP, in the evaluation phase, is subject to the local preference provisions specified in Board Policy 6450. If the Proposer is considering using subcontractors, the District highly encourages the use of local business vendors

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SECTION 4: Contract Terms and Conditions

4.1 Contract Modifications

During the term of the Contract, the District may unilaterally require changes (altering, adding to, or deducting from the specifications) provided such changes are within the general scope of this solicitation. The Contractor may request an equitable adjustment in the price(s) or delivery date(s) if the change affects the cost or time of performance. Such equitable adjustments require a formal contract amendment. The District shall provide written notice to the Bidder 30 days in advance of any Department-required changes to the technical specifications and/or scope of service, which affects the Bidder's ability to provide the service as specified herein. Any changes, other than purely administrative changes, will require a written change order or formal Contract amendment.

The District will authorize additional services on an individual basis. The District would jointly determine with the Contractor a "not to exceed" price for each additional project using the contractually established hourly rates.

4.2 Use by Other Public Agencies

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Any such purchases are independent of the agreement between the District and Contractor, and the District shall not be a party to any transaction between the Contractor and any other purchaser.

The District hereby notifies interested parties that the Florida Department of Management Services purchasing agreements and state term contracts have been reviewed for the goods and services contemplated by this solicitation and the District has determined conducting our own solicitation is in our best interest.

4.3 Travel Expenses

The District shall not be responsible for the payment of any travel expenses incurred by Proposers due to this RFP or Contract.

4.4 E-Verify

Per Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.gov/employers>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term." Contractors meeting the terms and conditions of the E-Verify System are deemed to comply with this provision.

Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor shall not enter into a contract unless each party to the contract registers with and uses the E-Verify system per Section 448.095, F.S.

4.5 Subcontracts

The Contractor may, only with the prior written consent of the District, enter into written subcontracts for the delivery or performance of services as indicated in this RFP. Anticipated subcontract agreements known at the time of Proposal submission must be identified in the submitted Proposal using Attachment VII, Subcontracting Form. If a subcontract has been identified at the time of submission, a copy of the proposed subcontract must be submitted to the District. No subcontract, which the Contractor enters into concerning the performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services on District property, shall comply with the District's security requirements, as defined by the Board, including background checks, compliance with Board Policy 2.021, the Jessica Lunsford Act, and all other Contract requirements. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the District, per Section 287.0585, F.S. It is understood, and agreed that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Prime Contractor to the subcontractor in the amount of one-half ($\frac{1}{2}$) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

4.6 Background Screening Requirements/Jessica Lunsford Act

Florida Statutes contain certain fingerprinting and/or screening requirements pertaining to all persons or entities entering into contracts with Schools, School Boards, School Districts, and Charter Schools who may have personnel who will be on school grounds when students may be present. Any individual who fails to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this Contract. The Contractor shall bear all costs associated with background screening.

District Contact

Donald Kimbler

Leon County Schools Safety & Security

Monday-Friday (excluding District holidays), 8:00 a.m. – 5:00 p.m.

Phone: (850) 487-7293

Email: kimblerd@leonschools.net

4.7 Insurance

Below are the minimum insurance requirements the Contractor(s) must maintain:

- 4.7.1 General Liability: Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 4.7.2 Professional Liability/Technology Errors & Omissions: Limit not less than \$1,000,000 per occurrence covering services provided under this Contract.
- 4.7.3 Workers Compensation: Florida Statutory limits in accordance with Chapter 440, F.S.; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- 4.7.4 Auto Liability: Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit. If Contractor does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the Contractor must be furnished to the District indicating the following: *"(Contractor Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition"*. Acceptability of Insurance Carriers: The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service.
- 4.7.5 Verification of Coverage: Proof of insurance must be furnished within fifteen (15) days of award of the contract.
- 4.7.6 Required Conditions: Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

The School Board of Leon County, Florida, its members, officers, employees and agents are added as additional insured.

All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Leon County, Florida.

Certificate Holder: The School Board of Leon County, Florida, 2757 W. Pensacola St. Tallahassee, FL 32303

The School Board of Leon County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.
- 4.7.7 Cancellation of Insurance: Vendors are prohibited from providing services under this Agreement with the District without the minimum required insurance coverage and must notify the District within two business days if required insurance is cancelled.

4.8 Copyrights, Right to Data, Patents, and Royalties

Where contracted activities produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the District has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the District to do so.

The District shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Proposer. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the District, and may not be copied or removed by any employee of the Contractor's without express written permission of the District.

The Contractor, without exception, shall indemnify, and save harmless the District, the Board, and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the District's alteration of the article. The District will provide prompt written notification of a claim of copyright or patent infringement, and will afford the Contractor the full opportunity to defend the action, and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the District the right to continue the use of, replace, or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the District agrees to return the article to the Contractor upon its request and receive reimbursement, fees, and costs, if any, as may be determined by a court of competent jurisdiction. If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

4.9 Independent Contractor Status

The Successful Proposer shall be considered an independent contractor in the performance of its duties, and responsibilities. The District shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing is intended to, nor shall be deemed to constitute, a partnership or a joint venture with the Contractor(s).

4.10 Contact with Students

No Contractor staff, subcontractors, suppliers, or anyone involved in any manner with providing goods or services under the Contract(s) shall have direct or indirect contact with students at school sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the Board. The Contractor shall be responsible for ensuring compliance

by all employees, independent contractors, subcontractors, or other persons involved in any manner with providing goods or services under the Contract(s).

4.11 Assignment

The Contractor shall not assign its responsibilities or interests to another party without the prior written approval of the District. The Board shall, at all times, be entitled to assign or transfer its rights, duties, and obligations to another governmental entity of the State of Florida, upon giving written notice to the Contractor.

4.12 Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

4.13 Severability

The invalidity or unenforceability of any particular provision shall not affect the other provisions hereof and shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes can still be determined and effectuated.

4.14 Reservation of Rights

The District reserves the exclusive right to make certain determinations regarding the service requirements. The absence of the District setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed is subject to mutual agreement. The District reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the District and the health, safety, and welfare of the District's employees, and of the general public which is served by the Board, either directly or indirectly, through these services.

4.15 Americans with Disabilities Act

The Proposer shall comply with the Americans with Disabilities Act (ADA). In the event of the Proposer's noncompliance with the non-discrimination clauses, the ADA, or with any other such rules, regulations, or orders, the Contract may be cancelled, terminated, or suspended in whole or in part, and the Proposer may be declared ineligible for further contracts.

4.16 Employment of District Personnel

The Contractor shall not knowingly engage, employ or utilize, on a full-time, part-time, or any other basis during the term of the Contract, any current or former employee of the District where such employment conflicts with Section 112.3185, F.S.

4.17 Legal Requirements

The applicable provisions of all federal, state, county, and local laws, and all ordinances, rules, and regulations shall govern development, submittal, and evaluation of all Proposals received in response to this RFP and shall govern any and all claims and disputes which may arise between a

person(s) submitting a Proposal hereto and the Leon County School Board, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Contractor shall not constitute a cognizable defence against the legal effect thereof.

4.18 Conflict of Law and Controlling Provisions

The Contract, plus any conflict of law issue, shall be governed by the laws of the State of Florida. The venue for any legal proceedings will be Leon County, Florida

4.19 Default

If the awarded Proposer should breach the Contract(s) awarded, the Board reserves the right to seek all remedies in law and/or in equity.

4.20 Termination

4.20.1 Termination at Will

The Contract may be terminated by the District upon no less than 60 calendar days' notice and by the Contractor upon no less than 180 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by another method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

4.20.2 Termination for Cause

Performance issues will be handled per Section 2.12 of the RFP. In the event the Contractor's performance issues are not remedied or are so egregious as to cause damage to life, safety, or property, the District may terminate the Contract upon 24 hours' written notice to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained.

4.20.3 Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of the Contract.

4.20.4 Termination for Lack of Funds

In the event the funds to finance this Contract become unavailable, the District may terminate the Contract upon no less than 24 hours' notice, in writing, to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained. The District shall be the final authority as to the availability of funds.

4.20.5 Contract Termination Requirements

If at any time, the Contract is cancelled, terminated, or otherwise expires, and a Contract is subsequently executed with a contractor other than the Contractor or service delivery is provided by the District, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent provider. This includes, but is not

limited to, the timely provision of all Contract-related documents, information, and reports, not otherwise protected from disclosure by law to the replacing party.

4.21 Public Records

To the extent that information is utilized in the performance of the Contract(s) or generated as a result of it, and to the extent that information meets the definition of “public record,” as defined in Section 119.011(12), F.S., said information is recognized by the parties to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. The Contractor agrees to (a) keep and maintain public records required to perform the service; (b) upon request from the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the District; and (d) upon completion of the Contract, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to the District, upon request from the District’s custodian of public records or Contract Manager, in a format that is compatible with the information technology systems of the District. Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this RFP shall be retained by the Proposer for five (5) years after the termination of the resulting contract or longer as may be required by any renewal or extension of the Contract. The District may unilaterally cancel the Contract for refusal by the Proposer to allow public access to all documents, papers, letters, or other material made or received by the Proposer in conjunction with the Contract unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Sections 119.07(1), or 119.071, F.S.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JULIE JERNIGAN, AT jerniganj@leonschools.net, (850)487-7363, 520 S. Appleyard Dr., Tallahassee, FL 32304.

4.22 Indemnification

The Contractor shall be liable and agrees to be liable for, and shall indemnify, defend, and hold the District, Board, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of the Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

4.23 Disputes

Any dispute concerning the performance of the terms of the Contract shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the District's Assistant Superintendent of Business Services, or designee. The District's Assistant Superintendent of Business Services, or designee, shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties, the Contract Managers, and the District's Contract Administrator.

4.24 Federal Terms and Conditions

For any solicitation that involves, receives or utilizes Federal funding, the following terms and conditions shall be considered a part of the solicitation and resulting Contract and the Vendor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the awarded Contract:

- a. Equal Employment Opportunity (2 CFR Part 200.326(C)): All vendors, contractors, and subcontractors must comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, implementing regulations at 41 CFR Part 60. Applies to all construction contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3.
- b. Copeland "Anti-Kickback" Act (2 CFR Part 200.326(D)): All vendors, contractors, and subcontractors must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as Bacon Act (2 CFR Part 200.326(D)): All vendors, contractors, and subcontractors must comply with supplemented in Department of Labor regulations (29 CFR part 3). Applies to all contracts and sub grants for construction or repair.
- c. Davis- the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all prime construction contracts in excess of \$2,000 awarded by the District and sub grantees when required by Federal grant program legislation.
- d. Contract Work Hours & Safety Standards Act (2 CFR Part 200.326(E)): All vendors, contractors, and subcontractors must comply with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all applicable contracts awarded by the District and sub grantees in excess of \$100,000 that involve the employment of mechanics or laborers.

- e. Access to Records (2 CFR Part 200.336): All vendors, contractors, and subcontractors shall give access to the School Board of Leon County, the appropriate Federal agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the vendor which is directly pertinent to this specific solicitation for the purpose of making audit, examination, excerpts and transcripts.
- f. Rights to Inventions Made Under a Contract or Agreement (2 CFR Part 200.326 (F)): The recipient or subrecipient must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the awarding agency. Applies to Federal awards meeting the definition of “funding agreement” under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business Contractor or non-profit organization.
- g. Clean Air Act (2 CFR 200.326(G)): All vendors, contractors, and subcontractors must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water pollution Control Act as amended (33 U.S.C. 1251-1387). Applies to contracts, subcontracts and sub grants for amounts in excess of \$150,000.
- h. Energy Efficiency (2 CFR 200.326(H)): All vendors, contractors, and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- i. Federal Debarment Certification (2 CFR Part 200.326(I): Certification regarding debarment, suspension, ineligibility, and voluntary exclusion as required by Executive Orders 12549 and 12689, Debarment and Suspension; and in accordance with 2 CFR Part 180, Section 300.
 - 1. The prospective lower tier participant certifies, by submission and signature of this Proposal, that neither it, nor its principals, its agents or its representatives are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.
- j. Anti-Lobbying Certification (2 CFR Part 220.326(J): Certification regarding use of Federal funds as required by Byrd Anti-Lobbying Amendment 31 U.S.C. 1352. This provision applies to varied at or above \$100,000.
 - 1. The Contractor certifies, by submission and signature of their Proposal, that during the term and after the awarded term of all contracts resulting from this procurement, it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, including that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

2. Where funds other than Federal appropriated funds are used for such purpose in connection with obtaining any Federal award, the Contractor must disclose same.
- k. Procurement of recovered materials (2 CFR §200.322): The non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Applies to items where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.
- l. Records Retention: (2 CFR §200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient.

4.25 Anti-Discrimination

No person shall, on the basis of sex (including transgender, gender nonconforming, and gender identity), marital status, sexual orientation, race, religion, ethnicity, national origin, age, color, pregnancy, disability, military status, or genetic information be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Contract.

4.26 Discriminatory Vendor List

Per the provisions of 287.134(2)(a), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity." The Vendor certifies, by submission and signature of their Proposal, that neither the Proposer, nor its principal Vendor, agent or representative is presently on the discriminatory vendor list, or otherwise precluded by Section 287.134, F.S. from participating in this Contract.

4.27 Public Entity Crime & Convicted Vendor List

Per the provisions of 287.133 (2)(a), F.S. "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. The Vendor certifies, by submission and signature of their Proposal, that neither the Proposer, nor its principal, agent, or representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction or otherwise precluded by Section 287.133, F.S. from participating in this Contract.

4.28 Scrutinized Companies Certification

The Proposer certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the Contract exceeds \$1,000,000 in total (not including renewal years), the Proposer certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473 and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria as stated in Section 287.135(2)(b)2, F.S. Per Sections 287.135(5) and 287.135(3), F.S., the Proposer agrees the Board may immediately terminate the Contract for cause if the Proposer is found to have submitted a false certification or if the Proposer is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a Proposal for a contract or upon execution or renewal of a contract with an agency or local governmental entity for goods or services of any amount must certify that the company is not participating in a boycott of Israel.

4.29 Vendor Interests

Per Section 287.05701, F.S., the Board will not consider a Vendor's social, political, or ideological interests when determining if a vendor is considered responsible. Nor will the Board provide a preference based on a vendor's social, political, or ideological beliefs. The Board will not request nor shall a Respondent be expected to provide documentation of its social, political, or ideological interests or those of its employees.

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SECTION 5: Definitions

In this RFP, the following words and expressions have the definitions below, unless the context otherwise clearly leads to a different interpretation.

| | |
|---------------------------------------|--|
| Adjacent County | Any private independent vendor whose county abuts Leon County and has been licensed at least six (6) months preceding the bid or proposal opening, as required by local, State, and Federal law, to provide the goods and services to be purchased. |
| Business Day | Any weekday in Florida, excluding Saturdays, Sundays, and District-observed holidays. |
| Contract | The written agreement entered by the Board and Contractor(s) resulting from the award of this solicitation for the delivery of the goods or services described herein. |
| Contract Manager | The District representative, or their designee, whose responsible for oversight of the resulting Contract including performance monitoring and certification of invoices for payment. |
| District/Board (LCSB) | Leon County School District, with the Leon County School Board serving as the Governing Board and contracting entity |
| Mandatory Responsiveness Requirements | Terms, conditions, and requirements that must be met by the Proposer to be considered responsive to this solicitation. |
| Material Deviation(s) | A deviation which, in the District's sole discretion, is not in substantial accordance with the requirements herein, provides a significant competitive advantage to one Proposer over other Proposers, has a potentially substantial effect on the quantity or quality of items proposed, services proposed, or cost to the District. |
| Minor Irregularity | A variation from the requirements herein that does not give the Proposer a substantial competitive advantage or benefit not enjoyed by other Proposers and does not adversely impact the interests of the District. |
| Proposer | A legally qualified corporation, partnership, or other business entity that submits a Proposal to the District in response to this RFP. This term differs from suppliers, which refers to the marketplace at large. |
| Responsible Proposer | A Proposer who can fully perform all aspects of the Contract Requirements and has the integrity and reliability to ensure good faith performance. |
| Responsive Proposal | A Proposal, submitted by a Responsible Proposer, which conforms to all material aspects of this RFP. |
| Subcontract | An agreement between the Contractor and any other person or organization, in which that person or organization agrees to perform any duties on the Contractor's behalf under the Contract. The Successful Proposer is not relieved of its duties under the Contract when it enters a Subcontract. |
| Successful Proposer(s) or Contractor | The Proposer(s) who is awarded the Contract(s) to deliver the goods or provide the services sought in this RFP. |

Attachment I
Cost Proposal Form

RFP No. 249-2024 Property & Casualty Insurance Brokerage and Consulting Services

| Item # | Description | Cost Proposal |
|---|--|---------------|
| 1. | Contractor Service Fee: Total Annual Compensation (Flat Fee) | \$ _____ |
| Optional Services (Not considered in Contract Award) It is anticipated that the Contractor would use staff with a variety of skill and experience levels in providing any additional services contemplated by this RFP. Contractors should include below an hourly rate for each type of staff. | | |
| 2. | Manager | \$ _____/hour |
| 3. | Supervisor | \$ _____/hour |
| 4 | Staff | \$ _____/hour |

Company Name

FEIN

Authorized Representative Name (Printed)

Authorized Representative Title

Authorized Representative Signature

Date

Attachment II Required Provisions Certifications

1. **Business/Corporate Experience**

This is to certify that the Proposer is:

- a. Duly licensed to conduct business in the State of Florida;
- b. Has a minimum of five (5) years continuous experience in Property & Casualty Insurance Brokerage and Consulting Services in the government sector such as a municipality, school district, or other governmental entity;
- c. Has experience in providing Property & Casualty Insurance Brokerage and Consulting Services to at least three (3) customers of similar scope and size such as a municipality, school district, or other governmental entity;
- d. Broker or agent has experience placing a property insurance program with a minimum of Total Insured Values (TIVs) in the State of Florida in excess of \$150,000,000.

2. **Prime Vendor**

This is to certify that the Successful Proposer will act as the Prime Contractor to the District for all services provided under the Contract(s).

3. **Meets Legal Requirements**

This is to certify that the Proposer's Proposal and all services provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.).

4. **Financial Disclosure**

This is to certify that the Proposer has disclosed in their Proposal all suspensions, revocations, bankruptcies, judgements, or liens in the last five (5) years.

5. **Federal Debarment**

This is to certify that neither the Proposer, nor its principles, is currently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any Federal department or agency.

6. **Conflict of Interest**

Per Section 1001.42(12)(i), F.S., this certifies that no member of the Leon County School Board or the Superintendent has any financial interest in the Proposer whatsoever.

7. **Statement of No Inducement**

This is to certify that no attempt has been made or will be made by the Proposer to induce any other person or Contractor to submit or not to submit a Proposal with regards to this RFP. Furthermore, this is to certify that the Proposal contained herein is submitted in good faith and not subject to any agreement or discussion with, or inducement from, any Contractor or person to submit a complementary or other non-competitive Proposal.

8. **Statement of Non-Disclosure**

This is to certify that none of the contents of this Proposal have been disclosed before award, directly or indirectly, to any other Proposer or competitor.

9. Statement of Non-Collusion

This is to certify that the proposed costs in this Proposal have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such costs with any other Proposer or with any competitor and not to restrict competition.

10. Scrutinized Companies Certification

The Proposer certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the resulting Contract exceeds \$1,000,000.00 in total, not including renewal years, the Proposer certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. In compliance with Sections 287.135(5), F.S., and 287.135(3), F.S., the Proposer agrees the District may immediately terminate the resulting Contract for cause if the Proposer is found to have submitted a false certification or if the Proposer is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a bid or proposal for a contract, or intends to enter into or renew a contract with an agency or local governmental entity for commodities or services, of any amount, must certify that the company is not participating in a boycott of Israel.

By signing this certification below, the Authorized Representative affirms they have the authority to bind the Proposer and acknowledges and affirms the statements above.

STATE OF FLORIDA _____
COUNTY OF _____ **Authorized Representative (Print)** **Authorized Representative (Signature)**
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____ (name of authorized representative) as _____ (position title) for _____ (Vendor Name).

Notary Signature

(NOTARY SEAL)

Name of Notary (Typed, Printed, or Stamped)

Personally Known ____ OR Produced Identification ____ Type of Identification _____

Attachment III
Notice of Conflict of Interest

Company Name: _____ [Proposers shall complete either Section 1 or Section 2]

Solicitation Number: RFP 249-2024

To participate in this solicitation process and comply with the provisions of Chapter 112.313, Florida Statutes, the undersigned corporate officer hereby discloses the following information to the Leon County School Board.

Section I

I hereby certify that no official or employee of the School Board requiring the goods or services described in these specifications has a material financial interest in this company.

| | |
|---------------------------------------|-----------------------------------|
| _____ | _____ |
| Authorized Representative (Signature) | Authorized Representative (Print) |

Section 2

I hereby certify that the following named Leon County School Board official(s) and employee(s) have a material financial interest(s) (over 5%) in this company, and they have filed Conflict of Interest Statements with the Leon County Supervisor of Elections, before the Proposal Opening.

| Name | Title/Position | Date of Filing |
|-------|----------------|----------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

| | |
|---------------------------------------|-----------------------------------|
| _____ | _____ |
| Authorized Representative (Signature) | Authorized Representative (Print) |

Date

Attachment IV
Proposer Contact Information

The Proposer shall identify the contact information for solicitation and contractual purposes via the requested fields in the table below.

| | For solicitation purposes, the Proposer’s representative shall be: | For contractual purposes, should the Proposer be awarded, the Proposer’s representative shall be: |
|----------------------------------|---|---|
| Name: | | |
| Title: | | |
| Street Address: | | |
| City, State, Zip code | | |
| Telephone: (Office) | | |
| Telephone: (Cell) | | |
| Email: | | |

| | | |
|---------------------|--|-------------|
| _____ | _____ | _____ |
| Company Name | Authorized Representative (Signature) | Date |
| _____ | _____ | |
| FEIN # | Authorized Representative (Printed) | |

Attachment V

Proposer's Reference Form

In the spaces provided below, the Proposer shall list all names under which it has operated during the past five (5) years.

On the following pages, the Proposer shall provide the information indicated for three (3) separate and verifiable references. The references listed must be for businesses or government entities for whom the Proposer has provided services of similar scope and size to the services identified in the RFP. The same reference may not be listed for more than one (1) organization and confidential references shall not be included. In the event, the Proposer has had a name change since the time work was performed for a listed reference, the name under which the Proposer operated at that time must be provided in the space provided for the Proposer's Name.

References that are listed as subcontractors in the response will not be accepted as references under this solicitation. Additionally, References shall pertain to current and ongoing services or those that were completed before January 1, 2021. References shall not be given by:

- Persons employed by the District within the past three (3) years.
- Persons currently or formerly employed or supervised by the Proposer or its affiliates.
- Board members within the Proposer's organization.
- Relatives of any of the above.

References must be signed and notarized to be accepted.

Additionally, the District reserves the right to contact references other than those identified by the Proposer to obtain additional information regarding past performance.

Proposer's Reference Form

Reference #1

Proposer Name: _____

Reference Company Name: _____

Address: _____

Primary Contact Person: _____ Alternate Contact Person: _____

Primary Contact Title: _____ Alternate Contact Title: _____

Primary Contact Phone: _____ Alternate Contact Phone: _____

Primary Contact Email: _____ Alternate Contact Email: _____

Contract Performance Period: _____ Location of Services: _____

Brief description of the services performed for this reference:

Overall contract performance: ☐ Poor ☐ Fair ☐ Adequate ☐ Good ☐ Excellent

Would you contract with this vendor again? Yes_____ No_____

Primary Reference Contact Signature

Date

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 20____, by _____ (name of authorized representative) as _____ (position title) for _____ (company name).

Notary Signature

(NOTARY SEAL)

Name of Notary (Typed, Printed, or Stamped)

Personally Known [] **OR** Produced Identification [] Type of Identification _____

Proposer's Reference Form

Reference #2

Proposer Name: _____

Reference Company Name: _____

Address: _____

Primary Contact Person: _____ Alternate Contact Person: _____

Primary Contact Title: _____ Alternate Contact Title: _____

Primary Contact Phone: _____ Alternate Contact Phone: _____

Primary Contact Email: _____ Alternate Contact Email: _____

Contract Performance Period: _____ Location of Services: _____

Brief description of the services performed for this reference:

Overall contract performance: ☐ Poor ☐ Fair ☐ Adequate ☐ Good ☐ Excellent

Would you contract with this vendor again? ☐ Yes ☐ No

Primary Reference Contact Signature

Date

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization
this _____ day of _____, 20____, by _____ (name of authorized representative) as
_____ (position title) for _____ (company name).

Notary Signature

(NOTARY SEAL)

Name of Notary (Typed, Printed, or Stamped)

Personally Known ☐ **OR** Produced Identification ☐ Type of Identification _____

Proposer's Reference Form

Reference #3

Proposer Name: _____

Reference Company Name: _____

Address: _____

Primary Contact Person: _____ Alternate Contact Person: _____

Primary Contact Title: _____ Alternate Contact Title: _____

Primary Contact Phone: _____ Alternate Contact Phone: _____

Primary Contact Email: _____ Alternate Contact Email: _____

Contract Performance Period: _____ Location of Services: _____

Brief description of the services performed for this reference:

Overall contract performance: ☐ Poor ☐ Fair ☐ Adequate ☐ Good ☐ Excellent

Would you contract with this vendor again? ☐ Yes ☐ No

Primary Reference Contact Signature

Date

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____ (name of authorized representative) as _____ (position title) for _____ (company name).

Notary Signature

(NOTARY SEAL)

Name of Notary (Typed, Printed, or Stamped)

Personally Known ☐ **OR** Produced Identification ☐ Type of Identification _____

Attachment VI
Local Preference Affidavit

To qualify for the Local Vendor Preference, a Proposer must have a physical location in Leon County (or an Adjacent County), employ at least one (1) person at that location, and have been licensed, as required, for at least six (6) months before the Proposal Opening. The Proposer should have 200 employees or less and less than \$5,000,000 in adjusted gross income. The Proposer, on a day-to-day basis, should provide the goods/services provided under this Contract substantially from the local business address. Post Office boxes are not acceptable for purposes of obtaining this preference.

By completing this Affidavit, the Proposer affirms that it is a local or Adjacent County Business, as defined by Board Policy 6450.

Please complete the following in support of the self-certification:

Proposer Name: _____

Physical Address: _____

County: _____

Phone of Local Location: _____

Length of Time at this Location: _____ **# of Employees at this Location:** _____

Is your business certified as a Small Business Enterprise (SBE) through Leon County Schools?

STATE OF FLORIDA

COUNTY OF _____

Authorized Representative (Print)

Authorized Representative (Signature)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____ (name of authorized representative) as _____ (position title) for _____ (company name).

Notary Signature

(NOTARY SEAL)

Name of Notary (Typed, Printed, or Stamped)

Personally Known ☐ **OR** Produced Identification ☐ Type of Identification _____

Attachment VII
Subcontracting Form

The Proposer shall complete the information below on all subcontractors that will be providing services to the Proposer to meet the requirements of the Contract, should the Proposer be awarded. Submission of this form does not indicate the District's approval of such subcontractor(s), but provides the District with information on proposed subcontractors for review.

Complete a separate sheet for each subcontractor.

Prime Proposer Name: _____

Type/Description of Goods or Service Subcontractor will provide:

Subcontractor Company Name: _____ FEIN: _____

Contact Person: _____ Contact Phone Number: _____

Address: _____

Email address: _____

Currently Registered as a Small Business Enterprise (SBE) with Leon County Schools? Yes _____ No _____

Local Proposer per PO6450? Yes _____ No _____

In a job description format, identify the responsibilities and duties of the subcontractor based on the specifications or scope of services outlined in this solicitation.

Attachment VIII
Drug-Free Workplace Certification

The undersigned Proposer, in accordance with Section 287.087, F.S. hereby certifies that

Name of Business

does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counselling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this Contractor complies fully with the above requirements.

Signature of Authorized Officer _____

Date _____

Attachment IX

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048
Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this

| | |
|--|---------------------------------|
| ORGANIZATION NAME | PR/AWARD NUMBER OR PROJECT NAME |
| NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) | |
| SIGNATURE(S) | DATE |

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048
Attachment IX
RFP 249-2024
Property & Casualty Insurance
Brokerage and Consulting Services (Re-Solicitation)

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment X

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE
AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated-funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By _____ Date: _____
(Signature of Official (Executive Director) Authorized to Sign Application)

By _____ Date: _____
(Signature of Official (Chief Financial Officer) Authorized to Sign Application)

For _____
Name of Grantee

Title of Grant Program

**Certification Regarding Lobbying
Attachment X
RFP 249-2024
Property & Casualty Insurance
Brokerage and Consulting Services (Re-Solicitation)**

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

| | | |
|---|--|--|
| 1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance | 2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award | 3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____ |
| 4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known: | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: | |
| 6. Federal Department/Agency: | 7. Federal Program Name/Description: CFDA Number, if applicable: _____ | |
| 8. Federal Action Number, if known: | 9. Award Amount, if known: \$ | |
| 10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> | b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> | |

11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations to Bid (ITB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.



**ADDENDUM #001
RFP 249-2024**

Property & Casualty Insurance Brokerage and Consulting Services (Re-Solicitation)

Date: November 7, 2023

Solicitation: RFP 249-2024 Property & Casualty Insurance Brokerage and Consulting Services (Re-Solicitation)

Proposals Due: November 28, 2023, at 2:00 P.M. EST

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Please be advised that the changes below are applicable to the original specifications of the above-referenced solicitation. Added or new language to the RFP is highlighted in yellow, while deleted language has been stricken.

This Addendum includes the following revisions:

Change No. 1:

A revision to the RFP Timeline

| | | |
|---------------------------------|---|--|
| Sealed Proposals Due and Opened | November 24 ⁸ , 2023 at 2:00 pm | Submit to: Leon County Schools Purchasing Department Attn: Staci Coppinger, Procurement Officer RFP 249-2024 Property & Casualty Insurance Brokerage and Consulting Services (Re-Solicitation) 3397 W. Tharpe Street Tallahassee, FL 32303* *Also the location for the Proposal Opening |
|---------------------------------|---|--|

This Addendum provides the Board's written answers to the timely written questions received.

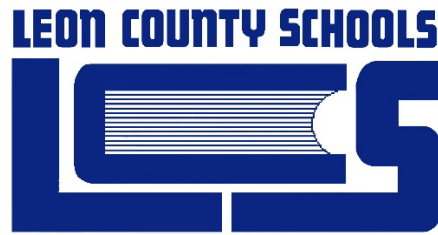
| Question | Answer |
|--|--|
| 1. Would you please provide electronic copies of the current policies? | Requested information is posted at: https://www.leonschools.net/Page/57912 |
| 2. Would you please provide detailed currently valued loss runs for all policies going back 5 years? | Requested information is posted at: https://www.leonschools.net/Page/57912 |

| Question | Answer |
|--|--|
| 3. Would you please provide current premiums for all policies? | Requested information is posted at: https://www.leonschools.net/Page/57912 |
| 4. Would you please provide current expiration date for all policies? | Requested information is posted at: https://www.leonschools.net/Page/57912 |
| 5. Would you please provide current consultant fee being charged for policy administration? | The current consultant fee is \$85,000 annually. |
| 6. Can you please advise who your current vendor is and the policy? | Requested information is posted at: https://www.leonschools.net/Page/57912 |
| 7. Can you please assist in providing 5-10 years valued loss runs? | Please see the answer to Question #2. |
| 8. What is your current policy? | Requested information is posted at: https://www.leonschools.net/Page/57912 |
| 9. Do the schools have guards? If yes, are they Armed? | The Board has contracts to provide armed Florida Certified School Guardians and School Resource Officers. |
| 10. Is anyone else in the system allowed to carry firearms? If yes, who and where? | The District has four armed employees on staff. |
| 11. How many staff do you have? Account per staff type? | The District currently has 4,642 employees. The breakdown by staff type is posted at: https://www.leonschools.net/Page/57912 |
| 12. Do you have formal risk management? | The District has a risk management department with two employees on staff. |
| 13. What is the current compensation structure for the existing program and services? | Please see the answer to Question #5. |
| 14. Please provide a copy of the current broker contract for insurance brokerage and consulting services. | Requested information is posted at: https://www.leonschools.net/Page/57912 |
| 15. Please provide a current insurance schedule to include insurers placement structure, policy terms and premiums paid for all lines of coverage included in this RFP. | Requested information is posted at: https://www.leonschools.net/Page/57912 |
| 16. Please provide a copy of current policies for coverage included in this RFP (lead policy only if multiple carriers on the placement, for example, if you have multiple carriers on property placement then just the lead property policy). | Please see the answer to Question #1. |

| Question | Answer |
|--|--|
| 17. Please provide 10 years claims loss runs for all lines of coverage included in this RFP. | Please see the answer to Question #2. |
| 18. Please identify any substantial changes to your program's property experience for the past two years such as major premium increases or coverage placement challenges? | The District has experienced significant increases in premiums and retention levels for property and cyber insurance. |
| 19. Please provide a copy of the last completed new business coverage applications for coverages, as applicable: a. General Liability b. Worker's Compensation c. Liquor Liability d. Law Enforcement Liability e. Any other currently active coverages identified in this RFP. | Requested information is posted at: https://www.leonschools.net/Page/57912 |
| 20. Please explain your risk appetite for taking on alternative risk financing structures. | The District continually reviews retention levels and coverage thresholds but would not be highly interested in alternative risk financing structures. |
| 21. Has the Prospect's conducted analysis measuring the financial impact of a cyber/ransomware event? If so, was that completed by a 3 rd party? | The District has not conducted this analysis. |
| 22. Please provide a copy of the current contract for insurance brokerage and consulting services, including any additional agreements for claims management and safety/loss control services. | Please see the answer to Question #14. |
| 23. Please provide a copy of current policies for coverages included in the RFP (lead policy only if multiple carriers on placement.) | Please see the answer to Question #1. |
| 24. Please provide 10 years of claims loss runs for all lines of coverage included in this RFP. | Please see the answer to Question #2. |
| 25. Please provide a current insurance schedule to include insurers placement structure, policy limits & deductibles, policy terms and premiums for all lines of coverage included in this RFP. | Please see the answer to Question #15. |

| Question | Answer | | | | | | | | |
|---|---|------|--------------------|------|----------------|------|------------------|------|-----------------|
| 26. Please identify any substantial changes to your program's experience for the past two years such as a major premium increase, coverage placement challenges or discontinuation of specific coverages. | Please see the answer to Question #18. | | | | | | | | |
| 27. If Workers Compensation coverage is included in this RFP, please provide annual payroll estimate by number of employees and payroll in each NCCI class code. | Please see the answer to Question #11. <table border="1"> <thead> <tr> <th>NCCI</th><th>Salary Expenditure</th></tr> </thead> <tbody> <tr> <td>7383</td><td>\$4,822,919.00</td></tr> <tr> <td>8868</td><td>\$189,068,621.00</td></tr> <tr> <td>9101</td><td>\$15,672,143.00</td></tr> </tbody> </table> | NCCI | Salary Expenditure | 7383 | \$4,822,919.00 | 8868 | \$189,068,621.00 | 9101 | \$15,672,143.00 |
| NCCI | Salary Expenditure | | | | | | | | |
| 7383 | \$4,822,919.00 | | | | | | | | |
| 8868 | \$189,068,621.00 | | | | | | | | |
| 9101 | \$15,672,143.00 | | | | | | | | |
| 28. Please provide a copy of the last completed application for the coverages included in this RFP. | Please see the answer to Question #19. | | | | | | | | |
| 29. When was the last formal property asset appraisal completed? Was this done by an independent property appraisal professional or desktop estimator software? If formal, please provide a copy of the most current property appraisal, the total cost, and confirm if the cost was included in the broker fee or in addition to the broker fee? | The District has not had a formal independent property appraisal done. | | | | | | | | |
| 30. Please provide a copy of the current term property insurance policies. | Requested information is posted at: https://www.leonschools.net/Page/57912 | | | | | | | | |
| 31. What is the name of the Third-Party Administrator (TPA) the school district uses? | The Board currently contracts with Corvel. | | | | | | | | |
| 32. Please provide a full schedule of insurance showing the current policies, effective dates, limits, insurers that would be placed by the chosen broker. | Please see the answer to Question #3. | | | | | | | | |
| 33. Please provide a current copy of the current broker contract. | Please see the answer to Question #14. | | | | | | | | |
| 34. Please provide a copy of the districts' current brokerage agreement and most recent extension/addendum. | Please see the answer to Question #14. | | | | | | | | |
| 35. What are the main factors driving the districts' solicitation of proposals? Is the district at its maximum term of 6 years? | The District's current contract for these services terms out on December 31, 2023. | | | | | | | | |
| 36. Please provide the most recent performance monitoring report for the current broker/consultant, if any, as referenced on page 14 of 54. | The District has not conducted a performance monitoring report on the current Broker. | | | | | | | | |

| Question | Answer |
|---|--|
| 37. Please provide a copy of the districts' most recent Probable maximum loss report for AIRs and RMS. | The District does not have a formal report, however, the AIR Model shows the Probable Maximum Insured loss once every 250 years is \$12,214,628 and the 1 in 500-year PML is \$21,240,487. |
| 38. Please provide a copy of the districts' schedule of insurances that the awarded broker would be expected to manage including those listed on page 12 of 54 section 2.4.1 a.i. - x. Please include effective date, carrier, summary limits/coverages, summary retentions/deductible, premiums. | Requested information is posted at: https://www.leonschools.net/Page/57912 |
| 39. Please provide a copy of the districts' property renewal proposal for 2023. | Requested information is posted at: https://www.leonschools.net/Page/57912 |
| 40. Regarding Property, General/School Board Legal, Automobile, and Workers Compensation Insurance – Does the district utilize a TPA for claims handling services? | The District utilizes a TPA for claims handling. |



RFP No. 249-2024

Property & Casualty Insurance Brokerage and Consulting Services

Technical Proposal

Response Prepared By:

Risk Management Associates, Inc.

Brown & Brown Public Sector

A wholly owned subsidiary of Brown & Brown, Inc.

Paul Dawson, ARM-P – Senior Vice President
300 North Beach Street
Daytona Beach, FL 32114
(407) 496-0989

Submittal Date: November 28, 2023 at 2:00 PM

Electronic Copy



Leon County Schools
Request for Proposal 242-2024
Property & Casualty Insurance Brokerage and Consulting Services

Tab

| | |
|--|----------|
| Overview | A |
| 1) Cover Letter | |
| 2) Executive Summary | |
| 3) Financial Interest | |
| Experience & Organization | B |
| 1) References | |
| 2) Firm Overview | |
| 3) Narrative Record of Past Experience | |
| 4) Staffing Plan | |
| Required Forms | C |



Tab A

Overview

1) Cover Letter

A cover letter on the Proposer's letterhead with contact information and the name and signature of the representative of the responding organization, authorized to legally obligate the Proposer to provide the services requested. If the Proposer is a subsidiary company, the name of the parent company shall be included. Finally, the cover letter must state that the Proposer agrees to provide the services as described in their Proposal and the RFP.

October 27, 2023

Attn: Staci Coppinger, Procurement Officer

The School Board of Leon County, FL

3397 W. Tharpe Street

Tallahassee, FL 32303

Re: RFP 242-2024 – Property & Casualty Insurance Brokerage and Consulting Services

Dear Ms. Coppinger,

On behalf of Risk Management Associates, Inc., a wholly owned subsidiary of Brown & Brown, Inc, we are pleased to submit our bid for The School Board of Leon County's Insurance Brokerage and Consulting Services solicitation. It is our intent to demonstrate our firm's willingness and ability to meet and exceed the services and terms requested. Our philosophy is, and always will be, to ***exceed our clients' expectations while maintaining high professional and ethical standards***. You will find in our response many compelling reasons why our company is best suited to continue to serve the District's risk management needs.



Market Presence

Top 5 largest insurance broker in the United States of America – \$25+ Billion in premiums placed on behalf of our clients.



Public Sector Experience

We represent more Florida Governments than any other broker.



Homegrown Florida Company

Founded in 1939 in Daytona Beach, our company remains proudly Florida domiciled.



Local Presence

Over 50 offices and 3,000 Teammates based in Florida alone. Serving communities from Key West to the Panhandle, our reach is unmatched within the State!



The A-Team

Our team brings unique perspective from representing large and complex public entities, **plus** world-class corporate resources available **at your fingertips**.



Key Partnerships

We are proud to foster current relationships with companies and industry experts that will bring value to the District's risk management program.

Our team delivers industry-leading results and administrative services, especially within the Public Sector. The key components of our service offering include the following:

- » Risk Management Program Philosophy/ Short and Long-term Planning Objectives
- » Risk Exposure Identification and Analysis
- » Insurance Program Design, Marketing, and Placement within Budgetary Objectives
- » Global Market Relationships and Unfettered Access
- » Enterprise Risk Management Consulting
- » Concierge-Level Service and Administrative Support
- » Claims Advocacy – Onsite Disaster Claims Coordination and Resources
- » Safety & Loss Control and Claims Mitigation Strategies
- » Insured Asset Schedule Management
- » Communicate Legislative Impacts, Industry Trends and Market Conditions

Brown & Brown, (Risk Management Associates, Inc.), the retail office that exclusively serves Florida Public Entities, is uniquely qualified to provide the services outlined in this Solicitation. Our firm has served the risk management needs of Florida's public entities for **more than 30 years**. Our experience includes representing more than **100 Florida Cities, Counties and School Districts**. We provide highly complex program management for more than **40 Florida governmental clients** which utilize large, layered property paired with self-insured casualty and workers compensation programs – similar to the District's.

Our team includes industry leaders within the Florida public entity insurance and risk management space. We have consistently grown our book of business because we have consistently invested in our personnel and infrastructure to bring more resources and quality service to our customers. Our customers agree – we encourage you to reach out to our references.

Our knowledge base, service commitment, regional expertise, and local presence make our firm exceptionally prepared to exceed the District's service expectations. It is our intent to demonstrate that service commitment as well as our firm's willingness and ability to provide the District's requested services as outlined in this response. We appreciate your consideration and look forward to further correspondence regarding our proposal.

Sincerely,



Matthew Montgomery
Executive Vice President
(Authorized Company Officer)
Matt.Montgomery@bbrown.com
(386) 239-7245 Direct Office
(386) 239-4049 Fax

2) Executive Summary

Submit a brief executive summary stating the Proposer's understanding of the nature and scope of the services to be provided and the capability to comply with all terms and conditions of the RFP. No pricing information is to be included in the executive summary;

We are uniquely qualified to meet and exceed the service needs of Leon County Schools. Our more than 30 years' experience, solely focused on public entities within the State of Florida, has grown our client base to more than 100 Cities, Counties and School Boards. That experience, paired with the support of our 15,000 teammates and our Florida-Based corporation, equates to a level of ability, capacity, and skill that is a perfect match for the School Board.

The Scope of Services in the RFP includes traditional risk management, policyholder services and resources which we are more than adequately qualified to provide. However, there are also services that are very specific to a large public school system. Such as creating and managing a cost effective, FEMA qualified, and stable property insurance program. Our recent history of successfully managing the District's property program is proof of our expertise in this area. Further details of our process and results in managing the District's property program can be found in Tab B page 42.

An excellent testament of our team's ability, capacity and skill is a snapshot of the Florida Public Entities which entrust our firm with their complex risk management programs. We currently represent more than 40 complex risk management clients, which we define as those programs which utilize a combination of self-insured casualty & workers' compensation structures and large, multi-layered property insurance placements. Below we have highlighted just a few relevant clients to illuminate our elite status in this niche industry.

Public School Districts

| School Board Clients |
|---|
| Leon County Schools |
| Collier County Public Schools |
| The School District of Lee County |
| The District School Board of Pasco County |
| The School District of Osceola County |
| Seminole County Public Schools |



*Please note that over 65% of Florida's 67 public school districts are insured via pooling arrangements. We have NOT included members of pooling arrangements managed by Brown & Brown subsidiaries in our experience.

State Agencies & Universities

| State Entity Clients |
|--|
| State of Florida (Property & Casualty) |
| Florida Atlantic University |
| Florida Polytechnic University |
| Florida State University |
| University of Florida |
| University of North Florida |
| University of South Florida |



UNIVERSITY OF
SOUTH FLORIDA



FLORIDA POLYTECHNIC
UNIVERSITY



UF | UNIVERSITY of
FLORIDA

Local Governments

| Cities & Counties |
|------------------------|
| Brevard County |
| City of Ft. Lauderdale |
| City of Jacksonville |
| City of Miami |
| City of Tallahassee |
| Collier County |
| Hillsborough County |
| Palm Beach County |



CITY OF FORT LAUDERDALE



Hillsborough
County Florida

Capability to comply with the scope of services, all terms and conditions of the RFP.

The Mechanics of our Practice

Establishing our distinguished client base while building our reputation and enhancing our capabilities has taken many years of finetuning and systematic process development. We have placed our focus on growing the right team and giving that team access to world-class resources. Our team and resources are highlighted in subsequent sections, but underlying those critical efforts are the mechanics of our practice.

These mechanics are the underpinnings of our success and work in harmony through major practice areas aimed at focusing our efforts on our clients' needs and ensuring our team's success. Our practice is broken down into the following major focus areas:

1. Philosophy and Direction of Overall Risk Management Program
2. In-Depth Exposure & Coverage Analysis and Consultation
3. Insurance and Risk Transfer Design, Marketing, and Placement
4. Self-Insured Retention Analysis and Coverage Options
5. Concierge-Level Service and Administrative Support
6. Safety & Loss Control Support
7. Claims Assistance, Advocacy and Pre-Loss Preparedness
8. Asset and Exposure Management and Tracking
9. Real-Time Communications on Industry Trends and Market Conditions

Each of these focus areas has been tailored specifically to serve our public entity clients. These are further strengthened by our Corporate Governance structure which provides our team with high quality training, software tools, procedural guidance and resources. This support ensures that our team can deliver proactive and effective services while operating in an administrative environment which guarantees important items, communications, workflows, and deadlines are tracked and executed on time, every time.

The Mechanics of our Practice (Cont'd)

Our Service Philosophy

"First and foremost, our approach to building strong partnerships with our clients begins with listening. By listening first, we empower our team to focus on moving efficiently in the right direction. That focus maximizes the impact of our skillset in the marketplace and allows us to deliver unparalleled results to our clients."

Brown & Brown has the proven ability to exceed expectations with our custom delivery model. We will develop the project approach using proven tools and methods. Such as:

- » Client Vision- Every client relationship begins with listening. Our success in designing an effective risk management program requires the input of each client's decision makers. And our responsibilities begin with listening to those decision makers to understand the history of the risk management program, future goals, budget constraints, program design requirements and risk tolerance. We will conduct a pre-renewal meeting to establish our mutual strategic plan and program objectives.
- » Benchmarking – We benchmark the terms that we secure for our clients annually against other similar public entities to ensure that we are getting the best possible rates and conditions in the insurance marketplace.
 - Benchmarking has been especially critical in the current hard market conditions. These benchmarking reports have revealed that the rates we have secured for the District are among the best in the industry and the rate increases have been well below what other school districts have experienced. This measurement of our abilities is proof that our methodology is superior to that of our competitors.
- » Risk Identification - Immediate identification and complex analysis of risk exposures in a rapidly changing environment to ensure that we are never surprised with new risks that could affect your risk management program.
- » Identify, prioritize, and provide risk management resources and risk transfer solutions that can be implemented effectively within your operating environment.
- » Develop both short and long-range budgeting projections and objectives.
- » Expert risk transfer strategies with market leveraging and creative program design including pros and cons of these strategies.
- » Insurance policy management and quality control of all deliverables.
- » Risk Control through identification of high loss exposures, claims advocacy, and application of safety/loss control resources.
- » Concierge-Level Customer Service, which reduces internal administration costs and improves service with Brown & Brown's expanded and efficient service delivery.

A summary of our general Workflow specifically designed to serve Florida's public school boards is below.

General Workflow Schedule

120+ days prior to policy expiration

- Initiate Marketing Process
- Current market conditions analysis
- Estimate Pricing
- Discuss Budget Constraints and Goals
- Written request for underwriting data
- Assist in collection of risk exposure information
- Establish competitive markets to be approached
- Identify desired coverage, terms, and conditions goals
- Provide written premium estimates for all coverages.

90 to 120 Days prior to policy expiration

- Scrub Statement of Values
- Approval of Submission by client
- Submit all underwriting data to chosen and/or all interested carriers
- Update risk management on progress and early pricing indications

60 to 90 days prior to expiration

- Written summary of quotes received, and markets responses
- Provide Premium Comparison with expiring and renewal terms.
- Include Cost of Risk Analysis
- Obtain Catastrophic Modeling Results
- Develop recommendation for most effective program
- Budget recommendations and allocation

30 to 60 days prior to expiration

- Attend Meetings and Workshops
- Assist in preparation of Board Agenda items
- Complete required signed documents
- Submit Requests to Bind to chosen carriers

Inside 30 days prior to expiration

- Request, review, and issue Binders
- Issue any recurring Certificates of Insurance
- Issue Invoices

30 to 60 days after policy inception

- Re-issue any expired binders
- Review, correct and issue policies

Ongoing

- Daily Policy Maintenance and Client Service Requests
- Claims Advocacy and Handling
- Large Claim Reviews
- Property appraisal management and implementation
- Update Statement of Values data
- Develop Safety Committee
- Review Risk Management Policies
- Loss Prevention Program Implementation
- Flood Zone Audits for Property
- Market Trend and Emerging Markets Identification
- Legislative Change Tracking
- Industry News Communications
- Vendor Insurance Requirements Review
- Vendor Certificate Review
- Departmental Premium Allocations
- Invoicing and Accounting
- Assist with policy audits
- Other Special Projects as agreed

Insurance and Risk Transfer Design, Marketing, and Placement

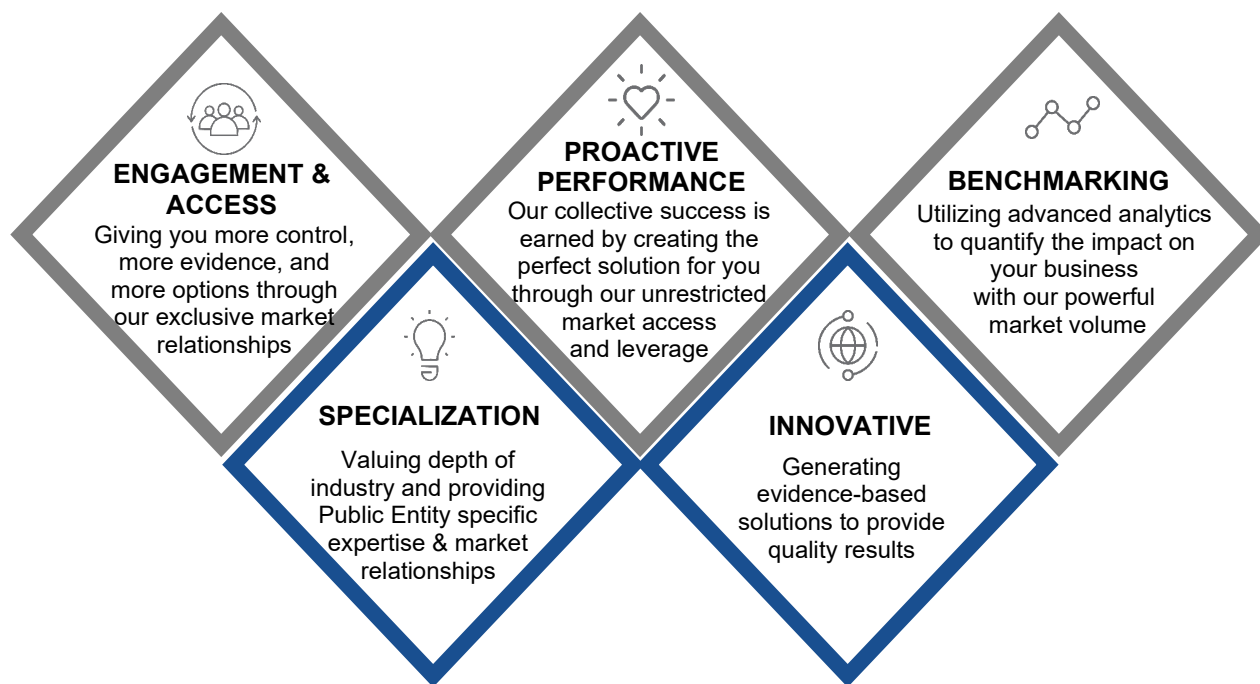
The first item listed in the RFP Scope of Services is to *provide quality results for the District at the most reasonable cost.*

Below you will find details of our approach to achieve this objective as well as meeting the expectations of the other criteria in the Scope of Services.

Creating and Evaluating the Insurance Program

Ultimately, the design, marketing and placement of the insurance products is the largest and most controllable, annual variable in the risk program. This is also the spot where the difference between a good broker and a great broker will yield the most tangible program cost savings. In the School District's program, for example, **just a 5 percent swing in total insurance premiums equates to more than \$118,000 in savings or additional cost.**

The Brown & Brown team strategically leverages market forces, creates competition, and as a result, can consistently bring the **most** viable and cost-effective insurance placements to our clients. We are perpetually focused on the balance between holding the markets' interest while driving competition. That balance requires high levels of skill, experience, and market relationships capable of countering the market's desire to build profitable and long-term insurance contracts. Our team consistently drives this balance through a combination of critical market performance attributes.



Market Access

Brown & Brown places over \$25 Billion in annual premiums with hundreds of insurance markets. **We have valuable relationships with, and access to, all insurance markets currently able to write public school risks in Florida.**

Brown & Brown's market philosophy has always been to develop relationships and place business with the markets that bring the most value to our clients vs. other brokers who focus on placing business with select "preferred" carriers. Our style is to maintain professional relationships with all markets. This strategy delivers our clients options, open market representation, and great results of the most effective leveraging of terms and conditions available in the marketplace.

As the largest Public Entity broker in Florida, we have developed strong partnerships with multiple markets specific to the industry. These relationships allow us to provide more options while strengthening our negotiating power to provide the District with the highest quality results at the most cost-efficient risk transfer program.

Market Navigation

Our team maintains excellent market relationships that survive and flourish in hard, soft, and stable markets. The challenge in designing and implementing custom insurance programs, however, is maintaining a thorough understanding of the market as it evolves. The evolution of the marketplace creates both challenges and opportunities for brokers to deliver for their clients. In Florida especially, the market changes quickly. Below are some of the factors which drive the consistent change and necessitate top-tier broker performance:

- | | |
|--------------------------------------|----------------------------------|
| 1. Catastrophic Losses | 6. Regulatory Changes |
| 2. Windstorm Modeling | 7. Emerging Exposures |
| 3. Changes in Carrier Appetite | 8. Insurance Product Trends |
| 4. New Carrier Entrants & Departures | 9. Investment Capital |
| 5. Shifts in the Legal Environment | 10. Global Capacity Fluctuations |

"Our institutional knowledge of Florida public entities is a clear advantage for Brown & Brown Public Sector. We understand the intricacies of the industry & marketplace and will implement short-term, attainable goals that will complement the long-term objectives of the District."

We are uniquely positioned to deliver brokerage excellence for Florida's Public Entities precisely because of our ability to monitor the factors above and interpret their effect on the marketplace. We then utilize our resources both within the Global Brown & Brown Family of Companies to turn that understanding into strategy. A few key factors that serve us in these complex strategies and navigating the ever-changing marketplace:

- | | |
|------------------------------------|---|
| 1. 100% Public Entity Team | 7. State, National & International Presence |
| 2. 30 Years of Relevant Experience | 8. Strong Underwriter Relationships |
| 3. 250 Public Entity Clients | 9. Large Public Entity Footprint |
| 4. C-Suite Carrier Relationships | 10. Trade Group and Association Participation |
| 5. Brown & Brown Resources | 11. Real-Time Industry News & Communications |
| 6. 15,000 Global Teammates | 12. Culture of Professionalism & Excellence |

Excess Casualty and Workers Compensation Markets

The following list of markets are those that are typically most competitive for our School District clients within Excess Casualty and Workers Compensation placements. These carriers have consistently delivered competitive rates and expansive coverage terms specifically designed for public entities. We have established meaningful relationships and significant program placement volume with the insurance carriers listed below which have historically exhibited a strong appetite and sufficient capacity for large public-school exposures. Please note this is not an exhaustive list of all carriers but a list of currently competitive markets. We are always evaluating new and emerging markets that can provide our clients with efficient terms.

1. **Berkley** – Excess Liability and Excess Workers Compensation
2. **Ambridge/Lloyd's** – Excess Liability
3. **Fortegra**- Excess Workers' Compensation buffer-layer carrier
4. **Safety National** - Excess Liability, Excess Workers Compensation, and School Leaders Professional Liability
5. **Preferred** – Excess Liability and Excess Workers Compensation
6. **Argonaut** – Excess Liability
7. **Genesis** – Excess Liability, School Leaders Professional and Employment Practices Liability
8. **Arch** – Excess Workers Compensation
9. **Midwest Casualty** – Excess Workers Compensation
10. **National Union/AIG** – School Leaders Professional and Employment Practices Liability
11. **Stratford** – School Leaders Professional and Employment Practices Liability
12. **QBE Specialty** – School Leaders Professional and Employment Practices Liability

Property Markets

We recognize a goal of the District is to minimize the impact of future variations of the property insurance market. Brown & Brown is committed to not only staying on top of current market trends but predicting future outcomes in the marketplace.

The current property marketplace is one of the most challenging we have seen in the last 10 years and requires innovative strategies and a deep understanding of past market trends. Our combined experience allows us to provide the District with information on current and future market conditions and implement the broadest insurance program at a reasonable cost while maintaining FEMA disaster fund eligibility.

Our large market presence and market volumes gives us superior leverage and negotiation power to provide the District with the highest quality results. Below are our market volumes for the top Property carriers.

| Key Market Volumes | |
|------------------------------|---------------------|
| Market | B&B Placed Premiums |
| Lloyd's | \$1,112,000,000 |
| Zurich | \$572,000,000 |
| Berkshire Hathaway | \$552,000,000 |
| Hartford | \$550,000,000 |
| Chubb | \$544,000,000 |
| Travelers | \$450,000,000 |
| QBE | \$450,000,000 |
| Liberty Mutual | \$380,000,000 |
| Safety National/Tokio Marine | \$350,000,000 |
| Munich Re | \$273,000,000 |
| AIG | \$254,000,000 |
| Markel | \$253,000,000 |
| Arch | \$240,000,000 |

While we maintain and access all options available, we also take advantage of Brown & Brown's management of industry-leading programs for public entities nationwide such as:

- » QBE – National Professional Liability program for public entities
- » *Preferred* Governmental Insurance Trust – Property, Liability, Workers Compensation
- » Catalytic - Property Capacity
- » Arrowhead - Property Capacity

Continual Exposure Analysis

Constant communication and observations of the rapidly changing exposures are critical to our ability to provide the most effective risk management program. Before approaching markets, it is important to discern exposure facts and needs of the District for risk transfer options.

A few techniques and resources utilized for this important facet of our services includes:

- » Evaluation of District critical operations and conduct discussions concerning risk factors, including but not limited to Storm Resiliency, Flood Mapping Changes, and Service Interruptions.
- » Interviews and discussions with various District staff and departments, including assistance with data collection required for insurance applications.
- » Resources for global risk exposures such as those highlighted in our national COVID-19 response and free resources.
- » On-site inspections.
- » Annual Catastrophic modeling (including **AIR & RMS**, plus enhanced analytics).
- » Loss trend analysis and recommendation of loss control resources.
- » Review valuations and encourage COPE updates for property exposures. Specifically tracking updates for existing buildings, including roof updates, is impactful to your modeling and underwriter perception.
- » Manage Property Appraisal contract with reputable independent property appraisers. This includes coordination of inspections, trending, reconciliation of results, and communication of such with insurers.

Property – We run (PML) models annually for each large client to evaluate the large loss centers and the flood probabilities. We will provide the District with current RMS and AIR catastrophic modeling results at each property renewal to ensure that the insurance loss limits are adequate and will be considered “reasonable” by State regulators.

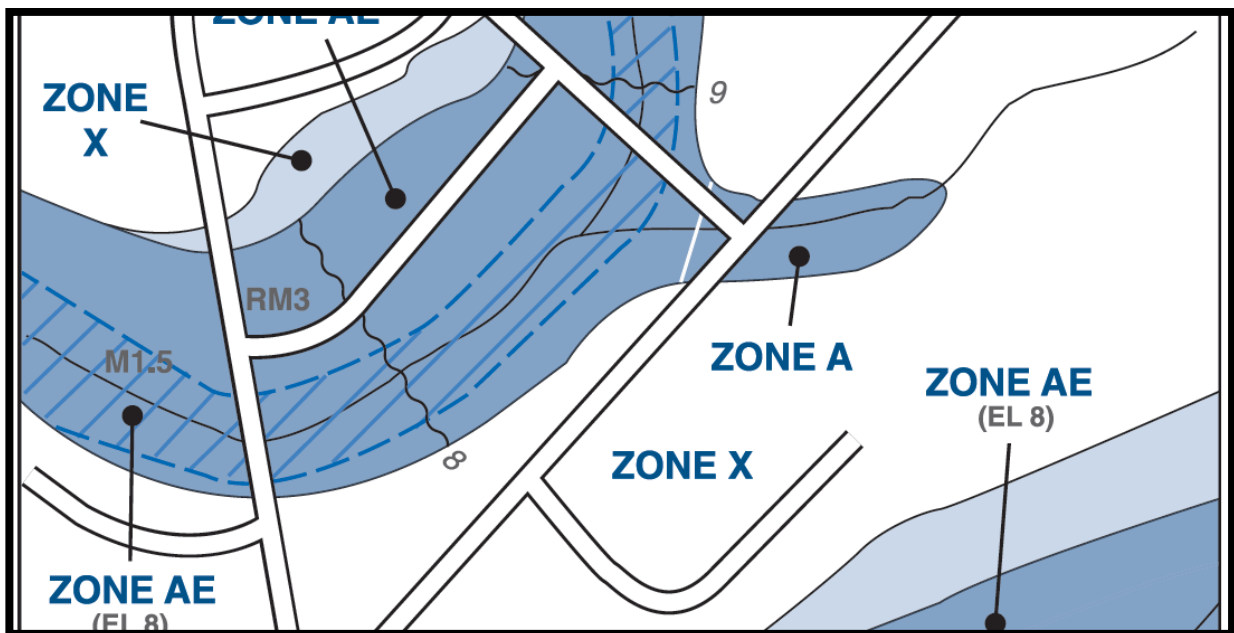
We collect detailed property data relative to wind resistance for all locations. Our process involves identifying the roof covering, roof geometry, roof age and roof strapping (if any) of these locations. This additional data significantly increases the accuracy of PML models, which in turn better identifies and measures an insured’s exposure to loss. This is further used to negotiate better terms and conditions with carriers. Without the additional roof information, the PML model will default to a higher value and thereby increase the PML value resulting in higher premiums.

We also evaluate the need for and the proper levels of often overlooked property coverages such as: extra expense, boiler & machinery, increased cost of construction, building ordinance, equipment floaters, demolition costs, debris removal, utility interruption, pollution clean-up, property-in-the-open, etc.

We accomplish all the above through various techniques, processes, and tasks such as:

- Property Site Inspection and Building Appraisals
- Catastrophic wind, flood, and storm surge models
- Research (District's website and local sites)
- Financial Record Research (CAFR, Budget)
- Loss Run Reports
- Current Program Analysis and Review (Coverage Forms and Policies)

Flood Audit – This is a unique process that we have developed to keep up with FEMA's rate, rule, and flood mapping changes. We regularly review anticipated flood zone changes (which can employ a variety of methods) to determine impact to structures located in Special Flood Hazard Areas (SFHA's). The importance of this exercise is to determine and communicate the implications of FEMA and the Stafford Act to our clients.



Liability Loss Exposures – Thoroughly identifying these exposures can be complex due to the broad litigious nature of citizens and businesses. However, we have seen many types of lawsuits and possess an intimate knowledge of the State and Federal Statutes that govern public entity operations and personnel. Consequently, our advice, counsel and recommendations are based on actual claims occurring here in Florida and many years of assisting other clients with similar issues.

The basic methods of identifying exposures include claims analysis, review of financial reports, understanding of all operational functions, evaluating current and future contractual obligations, identifying key personnel, reviewing lease and other contracts, reviewing the District's policies and procedures manuals, and general practices.

Workers' Compensation – Methods include analysis of loss run reports, financial reports, actuarial reports, incident reports and interviews with key personnel and management. We also review the return-to-work programs, disciplinary procedures and safety programs that are currently in place. Analytics play a large role in rate determination and retention levels. Internally we evaluate numerous factors, trends, and total cost of risk to determine the best risk retention and transfer levels that minimize the District's financial exposures both long and short-term.

Below is an example of one of our advanced analytical tools for the District's workers' compensation risks. This report identifies departments or specific job functions that perform better or worse than their peers in Florida. Actual losses over a three-year period are compared with the expected or average losses as determined by the State of Florida. This report identifies trends in workers' compensation losses that exceed the average statewide expected losses for the same job functions (last column, Ratio Avg to Expected Losses).

| Class Code | Class Code Description | Annual Payroll | Expected Loss Ratio | Expected Annual Loss | Actual Losses year one | Actual Losses year two | Actual Losses year three | Average Actual Losses | Ratio Avg to Expected Losses |
|------------|--------------------------|----------------|---------------------|----------------------|------------------------|------------------------|--------------------------|-----------------------|------------------------------|
| 7383 | School Bus Driver | \$ 3,922,417 | 2.18 | \$ 85,509 | \$ 132,266 | \$ 88,224 | \$ 60,216 | \$ 93,569 | 1.09 |
| 8868 | Teachers, Administrators | \$ 108,438,596 | 0.21 | \$ 227,721 | \$ 412,422 | \$ 856,765 | \$ 745,493 | \$ 671,560 | 2.95 |
| 9101 | Food Service | \$ 9,108,715 | 1.76 | \$ 160,313 | \$ 210,377 | \$ 308,430 | \$ 280,599 | \$ 266,469 | 1.66 |
| | | \$ 121,469,728 | | \$ 473,543 | \$ 755,065 | \$ 1,253,419 | \$ 1,086,308 | \$ 1,031,597 | 2.18 |

Cyber Risk Analysis- The cyber liability insurance market is currently in a volatile/hard state. Terms and conditions are restrictive with policy limit and retention options very limited. To offset this market condition, we offer a deep analysis of our clients’ risk via a vulnerability and response report.



Easily identify and assess your risk.

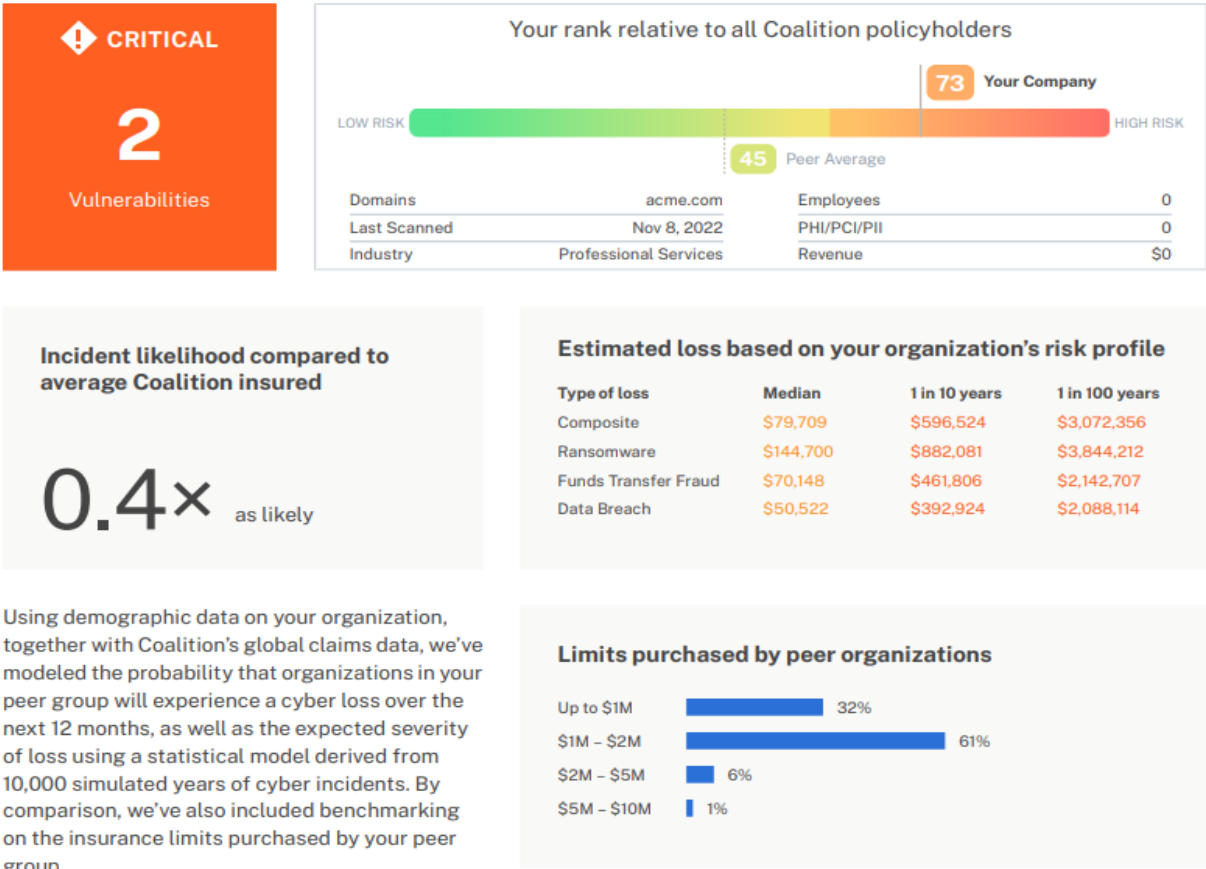


Prevent attacks and losses before they occur.



Quickly recover when all else fails.

This is a free resource available to the District via our **Coalition** vulnerability and response report. Brown & Brown has innovated a new approach to cyber liability insurance by first identifying, and then providing resources to control real exposures. Via this resource, we will provide the District with a report of vulnerabilities and loss recommendations as well as where the District falls compared to peers of similar size and function. Specimen information is highlighted below:



Cyber Risk Analysis Cont'd

Current Risk Level

Coalition’s signals intelligence platform provides a snapshot (example above) of an entity’s current risk level by using public, external methods (no penetration or intrusive tactics) to:

- » Scan infrastructure for publicly accessible servers, services, and technology
- » Discover exploitable vulnerabilities and misconfigurations in the scanned infrastructure
- » Find exposed available user/employee information
- » Uncover other existing threats hidden on the dark web
- » Discover proactive measures already taken by the company

This data, combined with Coalition’s proprietary claims and loss data provides:

- » A relative measure of the company’s defensive security posture compared to organizations scanned by Coalition
- » A clear, fact-based assessment of potentially weak security areas and steps to fix them
- » Recommendations on how the company can further secure their infrastructure informed by actual losses experienced by Coalition policyholders



Marketing of Insurance Coverage with Program Design Analysis

After the risk & exposure evaluation process, we conduct a formal submission process for each insurance policy annually prior to negotiating the renewal coverage. Identifying, understanding, evaluating and communicating exposure to loss to the insurance marketplace are the very basic elements of our service commitment. We will assess and discuss with your exposure-to-loss and various methods to approach risk transfer and self-insurance. Risk identification and exposure analysis are the foundation of our risk management program design recommendations.

An overview of this critically important function includes the following major objectives:

- » Engage all interested carriers in a competitive environment resulting in better rates.
- » Discuss insurance options available via our superior carrier relationships, specialist wholesale/surplus lines, reinsurance, non-domestic partner brokers, captive management, and other special programs.
- » Self-insurance and risk-transfer strategies developed with staff.
- » Develop quality relationships with key underwriters. If desired by the District, we will coordinate face-to-face meetings with staff and key underwriters and other important industry experts. We currently coordinate such meetings for our clients, including at your, ours, or their location(s), off-site at in- or out-of- state conferences, including the facilitation of significant London or Bermuda relationships.
- » Aggressive negotiation skills and market management are employed to generate insurance options within entire marketplace – not just one or two favored carriers.
- » Use of claims analysis and predictive/statistical analytics presentations to market.
- » Develop underwriting narratives highlighting District staff qualifications, use of risk control techniques and other favorable underwriting information not requested on applications to produce a superior market submission.

Formulating the Marketing Strategy

Our approach in formulating a marketing strategy begins with the District's short- and long- term priorities and budgetary needs. We use these priorities to determine how to realistically secure the most cost-effective program based upon market conditions. Analysis of the following information is typical in our pre-renewal process:

- » On-site pre-renewal discussion approximately 4-6 months prior to insurance renewals to develop and confirm short and long-term objectives.
- » Detailed analysis of the current insurance program.
- » Continuous updates concerning market conditions and renewal expectations.
- » Claims and Loss Reports – Analysis of loss runs for each line of coverage. We recommend taking advantage of trend reports available from the TPA.

- » Identify Probable Maximum Loss (PML) statistics for property exposure via Catastrophe modeling and proprietary analytics.
- » Review of Financial Reports, Actuarial Reports as well as Grant, Bond, and Lender Covenants.
- » Develop insurance applications and data required by the market.
- » Gather other beneficial Information – Formal policies and procedures, internal records and reports, information regarding new projects, etc.
- » Initial and updates for budget/cost estimates and self-insured impacts for renewal conceptual programs desired.

“Deep-dive” strategies include review of:

- » Potential and Actual change in state and federal laws that may affect your risk financing program.
- » Effective use and availability of RMIS/TPA reports to produce consistent claims trend analyses.
- » Internal funding of tail liabilities - Commutation if necessary
- » Self-insured loss risk transfer - Loss Portfolio Transfer
- » Increased exposure and funding of future liabilities over the next 5 years.
- » Risk identification and analysis of emerging casualty risk exposures for which insurance products are available vs. self-insured exposure such as Active Shooter and other types of Crisis Management.
- » Analysis of Retention levels vs. Market Availability – included in this discussion is internal Claim reserving practices.

Develop Market Submission

We will assist you with annual updates required by insurers. Our review of updates includes (but is not limited to): current exposures, changes in operations, marketplace changes, and current claims analysis, we assist in the preparation of required insurance company applications. In addition to applications, the following items are and will be included within an underwriting submission:

- » Underwriting Executive Summary, including exposure overview and risk management strategies. See below illustration of our template for Underwriting Executive Summary providing an expansive view of your risk to the market.
- » Claims reports and analysis, including details for large claims and claim trends.
- » Supplemental information, including news articles, handbooks, procedural manuals, financials, and actuarial reports.
- » Website links, photographs, assembly of special reports, and market narratives are developed to support reliable underwriting data and best represent the District in the marketplace.

Develop Market Submission (Cont'd)

For the Property submission, it is important to secure accurate insured asset characteristics, so we scrub the Property Statement of Values (SOV) annually. We will assist the District in collecting any missing information, including site inspections if needed. We will make sure the SOV information is as complete as possible, ensuring that modeling software outputs the best Probable Maximum Loss (PML) results.

We provide detailed and tailored submissions to prevent commoditization. This allows your account to stand out and provides personalized results while strengthening relationships with underwriters. Below is an example submission:

Underwriting Executive Summary – Property Insurance Coverages Effective 2/30/2022 – 2/30/2023 As of February 30, 2022

Brown & Brown is currently contracted with the City of XYZ for Insurance Brokerage Services relating to all lines of Property and Casualty Insurance. This Summary concerns Property, Inland Marine, Automobile Physical Damage, Terrorism, and Equipment Breakdown.

CITY PROFILE

The City of XYZ's website is very informative: <http://www.xyzcitytbd.com>. A snapshot of the City is below:

| | |
|----------------------|-----------------|
| Population: | \$750,000 |
| Land Area: | 50 Square Miles |
| Payroll: | \$500,000,000 |
| Employees: | 7,500 |
| General Fund: | \$750,000,000 |
| Vehicles: | 7,500 |
| Total Insured Value: | \$5,000,000,000 |

The City has seven major operating departments: Utilities, Police, Fire, Solid Waste, Parks & Recreation, General Services and Public Works.

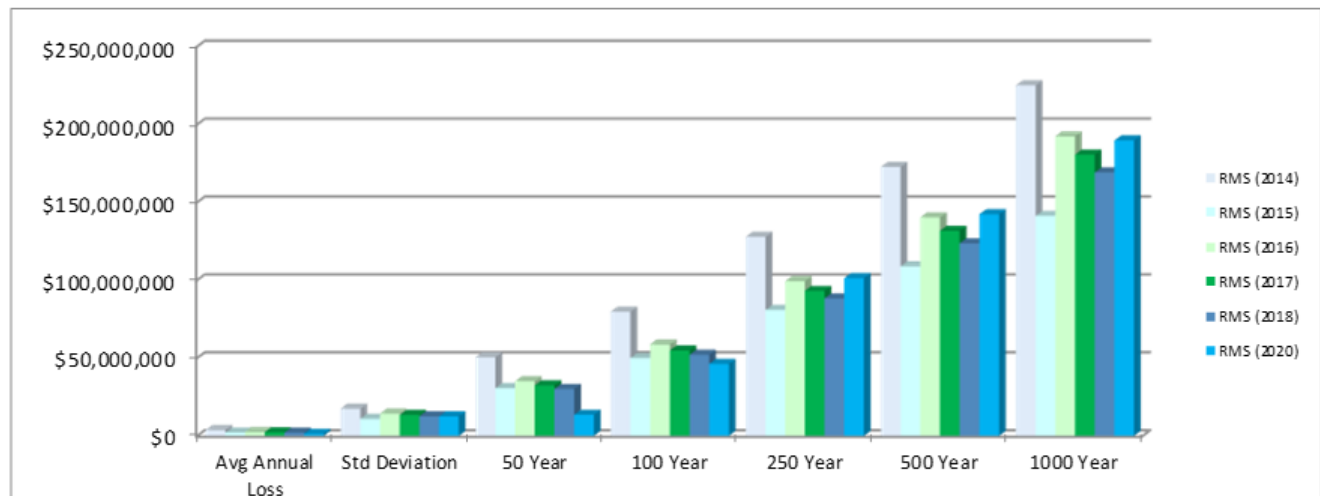
A Comprehensive Annual Financial Report and CIP plan has been provided with this submission. The City has consistently exercised strong financial controls and conservative budgeting and are rated A+ by Standard & Poor's and Moody's primary bond rating is Aa2.

COVERAGE OVERVIEW

| Line of Coverage | Insurer | Limits/Coverage | Deductible |
|---|--|---|--|
| Property | See Attached Property Insurance Structure & Limit Overview | | |
| | Wind: | Included to \$500,000,000 | \$750,000 All Other Perils, except: |
| | Flood, Other than SFHA: | Included to \$500,000,000 | \$100,000 for any other Flood Loss |
| | Flood, SFHA (A&V) Zones: | Included to \$250,000,000 | 5% per location for Named Storm and SFHA's per location |
| | All Other Perils: | Included to \$750,000,000 | with loss, subject to \$100,000 Minimum and \$10,000,000 Maximum |
| | TIV: | \$5,000,000,000 | |
| Terrorism (Certified and Non-Certified) | Best Insurance Co. Ever | \$500,000,000 Aggregate Property Damage | \$10,000 |
| | | \$1,000,000/\$2,000,000 Liability | \$10,000 |
| | TIV: | \$5,000,000,000 | Deductibles are Per Occurrence |
| Inland Marine - Engineered Risk | Unlimited Assurance | \$125,000,000 part of \$250,000,000 Limit | \$250,000 AOP, 3% Named/Wind, 3% Flood |
| | Fantastic Insurance | \$125,000,000 part of \$250,000,000 Limit | \$250,000 Minimum and \$1,000,000 Maximum |
| | TIV: | \$5,000,000,000 | |
| Equipment Breakdown | Wonderful Property & Casualty | \$500,000,000 | \$5,000 Per Occurrence / 24 Hours BI |
| | TIV: | \$5,000,000,000 | |

The below sample modeling analytic results show the Probable Maximum Loss (PML), Average Annual Loss (AAL), and Standard Deviations (SD). This report is computed after our initial exposure data analysis. This information assists us in determining appropriate policy limits and identifying areas that modeled the highest average annual loss.

| | Return Periods | | | | | | |
|------------|-----------------|---------------|--------------|--------------|---------------|---------------|---------------|
| | Avg Annual Loss | Std Deviation | 50 Year | 100 Year | 250 Year | 500 Year | 1000 Year |
| | EV | SD | 2% PE | 1% PE | 0.4% PE | 0.2% PE | 0.1% PE |
| RMS (2014) | \$3,798,991 | \$17,550,941 | \$50,591,025 | \$79,773,939 | \$127,845,582 | \$172,692,391 | \$225,048,671 |
| RMS (2015) | \$2,151,510 | \$11,006,813 | \$30,739,316 | \$50,032,767 | \$80,885,207 | \$108,868,738 | \$141,337,685 |
| RMS (2016) | \$2,543,564 | \$14,375,583 | \$35,136,212 | \$58,783,926 | \$99,379,351 | \$140,319,523 | \$192,368,427 |
| RMS (2017) | \$2,346,247 | \$13,468,600 | \$32,501,232 | \$54,830,744 | \$93,128,021 | \$131,642,283 | \$180,588,210 |
| RMS (2018) | \$2,115,180 | \$12,688,255 | \$30,189,048 | \$52,095,964 | \$88,340,082 | \$123,673,695 | \$169,099,249 |
| RMS (2019) | \$1,659,543 | \$11,047,819 | \$23,744,247 | \$47,203,395 | \$84,571,081 | \$116,788,833 | \$155,760,003 |
| RMS (2020) | \$1,432,173 | \$12,620,871 | \$13,597,053 | \$46,253,963 | \$101,351,518 | \$142,349,118 | \$189,731,809 |



The RMS modeling is being provided to you as an illustration of modeling programs which may be used by the underwriters in evaluating a particular risk.



Insurance Proposal Presentation

Our insurance professionals present a written proposal detailing all proposed services and insurance terms and conditions including but not limited to:

- » Stewardship Report
- » Current Insurance Market Summary/Update (industry data and analysis)
- » Market Overview (carrier quotes and declinations)
- » Comprehensive Coverage Comparisons
- » Expiring vs. Renewal Comparison
- » Claim Analysis
- » Catastrophic property and other modeling analytics
- » Retention and policy limit options analysis
- » Summary of terms, conditions and exclusion highlights, specimen forms and compensation disclosures
- » Copies of all insurer quotes are included in our hard copy proposal
- » Written confirmation of all commissions paid to broker/intermediaries

Attendance at Public and Internal Meetings

Our team is available to attend Board Meetings, Department Meetings, Insurance and Safety Committee Meetings, and any discussions or meetings with the Risk Management Team.

We agree to attend as many meetings as desired or necessary upon request by the District.



Account Management & Service Continuity

- ✓ **Same-day response** to customer inquiries (24-hour agency policy on response time).
- ✓ All change requests from insureds are performed immediately. Follow-up with carriers is systematic and documented.
- ✓ All binders, endorsements, invoices and policies are checked for accuracy against a detailed checklist and against the proposal that was presented to the insured.
- ✓ Review and corrections of policies and endorsements is conducted within the same quality parameters – 30-day turnaround.
- ✓ Resolution guidelines for more complex issues.
- ✓ Endorsements must be delivered to insureds within one business week of receipt.
- ✓ Policies must be delivered to insureds within 30 days of receipt.
- ✓ Utilize sophisticated Agency Management software - AMS 360 – to document all transactions.
- ✓ Documentation can be provided in hard copy and/or various electronic formats.
- ✓ Clients have access to important documents via a shared link, including policies, certificates, schedules, white papers and more.

*“CONCIERGE-LEVEL
SERVICE MEANS
OUR CLIENTS DO
NOT WAIT, WORRY,
OR WORK HARDER
THAN NECESSARY.”*

One of the many reasons for our success and 97% Risk Management client retention is our approach. We are your risk management consultant and partner. We proactively pursue innovative solutions, insurance program improvements, research risk management resources, and reduction of your administrative burden by providing efficient and extensive services. Our concierge-level services include, but are not limited to:

- » **Renewal and new business applications assistance:** Gather significant underwriting information from financial reports, independent website research, claims data, various actuarial and analytical reports, physical site inspections, and engineering and loss control information prior to sending to your staff for completion – a time-saver for your staff.
- » **Reconcile Asset Schedules with Insurance Schedules:** This includes review of insurable assets such as buildings, contents, computers, mobile equipment, vehicles, parks and rec structures, property in the open, etc. This is generally a very time-consuming task which will be lifted from your staff as well.
- » **Assist with claim reporting function** directly with TPA and insurers, including pursuit of additional claim data. We will also coordinate and attend claims review meetings to offer corrective actions and improve claim results.

For Property Claims, our team coordinates procedures and expectations annually directly with insurers and your dedicated field adjusters.

- » Provide, coordinate and promote all loss control and safety resources available.

Agency Management Systems

The key to effective administrative support from our agency is through internal organization and follow-through. Our team utilizes Vertafore and a suite of agency management systems spearheaded by **AMS360 Online**. These systems enable our team to effectively manage all client tasks with integrated solutions focused on identifying, tracking and completing workflows on time, every time.

Our system manages all aspects of account management including, billing, document management, communications, (emails, applications, written correspondence, etc.), marketing, claims, certificates of insurance and many other daily transactional activities. All pending items are suspended and completed in a specified time frame. This system is designed and maintained so that each service team member can service any account if a primary account representative is out of the office. To guarantee our ability to provide continuous uninterrupted service AMS 360 data is maintained in redundancy at an offsite location. **If any of our locations were to suffer a catastrophic loss, we could still operate at full capacity on a remote basis and with the support of our multiple office structure.**



AMS360 is an agency management system that provides the foundation for our team to boost productivity and track all workflows. It helps streamline workflows, improve renewal timelines, improve teammate productivity and enables our team to deliver excellent customer service. AMS 360 allows our team to:

- » Integrate agency-carrier workflows
- » Better manage and access insurance documents and client content
- » Configure workflows to route the right work to the right person at the right time
- » Provides real-time insights
- » Reduce time spent on finance and accounting through insurance process automation
- » Automate alerts on renewals and analyze rate information for use by our brokerage team
- » Integrate technology inputs from vendors, clients and carriers

Operational Continuity

Serving the Public Sector in the State of Florida has shaped our philosophy on continuity of operations. In addition to our secure servers, cloud-based systems, and an entire technology platform built on continuity, our team itself has the ability to work anywhere, anytime. Each teammate is equipped with a full workstation at home and at our offices, paired with a mobile laptop. That means we can be always up and operational, no matter the circumstance, standing ready to provide uninterrupted services to our governmental clients in Florida.

Quality Control

Our Agency Management Systems (AMS 360) and other Quality Control guidelines ensure that tasks and activities are completed in a timely manner. Brown & Brown has a **Quality Control division which includes multiple teams of internal auditors**. These auditors perform not only financial audits, but also file and Information Technology audits of each office to assure funds, records and client service are performed in accordance with the company's policies and procedures. The results of these audits are made directly to Brown & Brown's Board of Directors. In addition, we have corporate standards, including procedures such as: Catastrophe Plan, Contract Review standards, Internal Procedures Manuals, Correspondence Management, Data Retention, etc.

All team members must and will follow corporate Quality Control Guidelines for timeliness and service delivery. Annual requirements include:

- » Insurance Coverage Review Checklists completed annually
- » Mandatory internal self-audit procedure and financial audits to ensure quality procedures and desired results.
- » Mandatory annual compliance training for employees, including: insurance licensing, cyber/IT, ethics, and various computer software.
- » These trainings are timely and are directly related to our customer experience. For example, MS Teams training was required immediately following the pandemic lockdown orders.

Security Committee

Although we cannot predict the future results of any company, we persistently offer only financially secure insurers to our clients. Per corporate mandate, Brown & Brown is not authorized to provide quotes to our clients from unauthorized insurers or insurers with a less than AM Best rating of A- or those not rated by AM Best without an authorized exception. However, since it may be in the best interest of our clients to review and bind quotes from certain alternative risk transfer providers, Brown & Brown has established a Market Security Committee which reviews and monitors insurers falling into these categories: Risk Retention Groups, Captives, Self-Insured Groups, Trusts, State Funds, and Joint Underwriting Associations.

In addition,

- » Each team member monitors industry news from various sources daily.
- » AM Best ratings are confirmed and provided formally any time a quote is presented.
- » Any discussion or further research regarding ratings or financial position is performed as necessary.

Ongoing Service Commitments

Contract Review

We believe that one of the most critical areas of risk exposure lies within contract liabilities; therefore, we provide contract analysis for our clients, including developing **customized templates** for vendor requirements for use by procurement and other departments. We can conduct training sessions with procurement personnel to ensure the implementation of new standards is efficient and understood. In addition, we can assist in setting up a management system for certificate of insurance compliance and provide certificate review for compliance.

There have been numerous court cases in recent years that resulted in a broadening of local government liability exposures as well as constriction of sovereign immunity protections. It is therefore imperative to remain knowledgeable of these precedents and their impact on the District's risk management program. We remain vigilant in maintaining a level of knowledge of these cases and adjust our programs and consultation accordingly.

We also make it a point to stay current with changes to ISO policy coverage forms. There have been many new forms introduced by ISO. Many provide less coverage for insureds and additional insureds. It is imperative to stay current as many of these forms do not provide the same level of protection to the District as the older forms. Our recommendations include a requirement for a minimum level of coverage afforded by a specific form, such as the CG 20 26 04 13 Additional Insured endorsement.

It is equally important to amend insurance requirements as new exposures emerge. For example, we have updated our insurance requirement recommendations to include cyber liability coverage and active shooter liability insurance mandates where appropriate.

The proposed team leader for the District, Paul Dawson, teaches a two-hour Risk Management & Insurance in Contracts class with details on proper insurance limits, effective indemnification and hold harmless language and "what is an acceptable certificate of insurance". In the last 5 years this workshop has been presented more than 20 times to over 15 local governments. Entities receiving this training include the cities of Ocala, Haines City, Edgewater, Fort Walton Beach, St Cloud; counties of Flagler, Okaloosa, Marion, Citrus; St Johns River WMD as well as Leon County Schools and Osceola County School Board.

Claims

Brown & Brown does not employ a single national claims service employee for all our clients. Instead, we follow a successful team approach of using resources that are readily available and the best specialists/negotiators/relationship-holders for any given situation.

For property, we offer a dedicated teammate with 20 years' experience with large catastrophic claims. This person will be available for claims planning and coordination with staff, TPA, and insurers.

An important facet of pre-loss advocacy is a proactive discussion of expectations with the District's preferred Executive Field Adjusters, or "Assigned Adjuster". We will also conduct Table-Top exercises to establish best practices for disaster recovery protocols. Our objective is to create an efficient and concise recovery process that eliminates any unnecessary delays should a large loss occur.

For Casualty claims advocacy, we will work closely with insurance carriers and Third-Party Administrators (TPAs). We are willing and able to coordinate and attend claims meetings to resolve claims quickly and equitably. Your assigned Team Leader, Paul Dawson, has extensive experience representing the clients' interest in claims resolution.

We prefer to develop a working relationship with our clients' TPA. It is important for your broker to communicate policy information and reporting requirements for excess insurers at least annually. We also ensure that reports required by our carriers are formatted and delivered to excess insurers' satisfaction to proactively avoid any coverage issues. It is also important that your TPA is vetted by any potential new insurer to which the TPA will be reporting. This process can be quite extensive, and we will handle approval and any transition for you.

We may also need to expeditiously coordinate Excess Casualty claims reimbursements with Staff, adjusters and TPA. We prefer to attend and coordinate Claims Review Meetings with excess insurers, client departments, and the TPA, and assist in coverage clarifications with underwriters as needed.

The team proposed herein are well-versed in claims advocacy. If assistance is needed in any particular area, we reach out to the appropriate Brown & Brown or non-Brown & Brown business partners.

Our **Claims Specialist**, Alexa Gray, embraces her primary function to ensure that all claims submitted through our office (non-TPA reported) are received and acknowledged by an adjuster within 24 hours for non-TPA policies. She also provides follow-up with adjusters on open claims to ensure claims handling is in step with the Client's objectives. Tasks included within this role include:

- » Claims reporting (for policies placed outside TPA contract)
- » Claims tracking/acknowledgement and closure
- » Coordinate claims review meetings
- » Liaise with adjusters, client departments and TPA
- » Assist in coverage clarifications with underwriters as needed
- » Prepare spreadsheets in FEMA format for catastrophes
- » Pre- and post-event communication

We are committed to be an extension of the District's staff and take an active approach to ensure that claims management is the number one priority. We provide all new clients with a 'Claims Kit', which outlines procedures and protocols for effective claim reporting, monitoring, and closure.

As a claims advocate, Brown & Brown will work closely with you and directly on your behalf with insurance carriers. We are willing and able to coordinate and attend claims meetings to resolve claims quickly and equitably. We have extensive experience assisting our clients with claims, both large and small. Our position is that we represent our clients, not the insurance carriers. The District will never question which side of the fence we are on. We follow up with adjusters on open claims to ensure claims handling is in step with the client's desires.

Safety and Loss Control

Safety is a key objective of our program, and a tailored loss control plan is the key to lowering the long-term cost of risk for the District. We will coordinate a highly qualified loss control representative for on-site training, safety audits, policy review, workers' compensation claim reduction and other activities at the direction of the District. We will be an active partner in assisting the District's loss control, safety and claim reduction efforts, and are committed to providing meaningful risk control tools and analysis. As such, our efforts will be tailored to the specific needs of the District and measured for cost effectiveness.

Elizabeth Warren is the District's Safety & Risk Management Consultant. Elizabeth works closely with the District's risk management staff and safety committee to identify needs and deliver risk management solutions. Elizabeth attends the District's safety committee meetings and offers specific recommendations and training to mitigate losses, and guidance through numerous other training courses and safety initiatives.

Our Team will obtain, analyze, and monitor workers' compensation loss reports regularly and establish meetings with staff to review loss trends. We participate in claims reviews, mitigate claim issues, work directly with adjusters and defense counsel when necessary, and always seek to serve as an extension of our client's risk staff.

Our Team stays plugged-in on a continual basis with each of our clients' risk control programs. Not only do we facilitate the services, but we actively participate in in-person meetings, teleconferences, and safety review meetings to stay up to date with our clients' operations. We have access to many tools and resources that will be made available to the District's Contract Coordinator, or designee at no cost.

Brown & Brown will assist with the coordination of all resources available to the District.

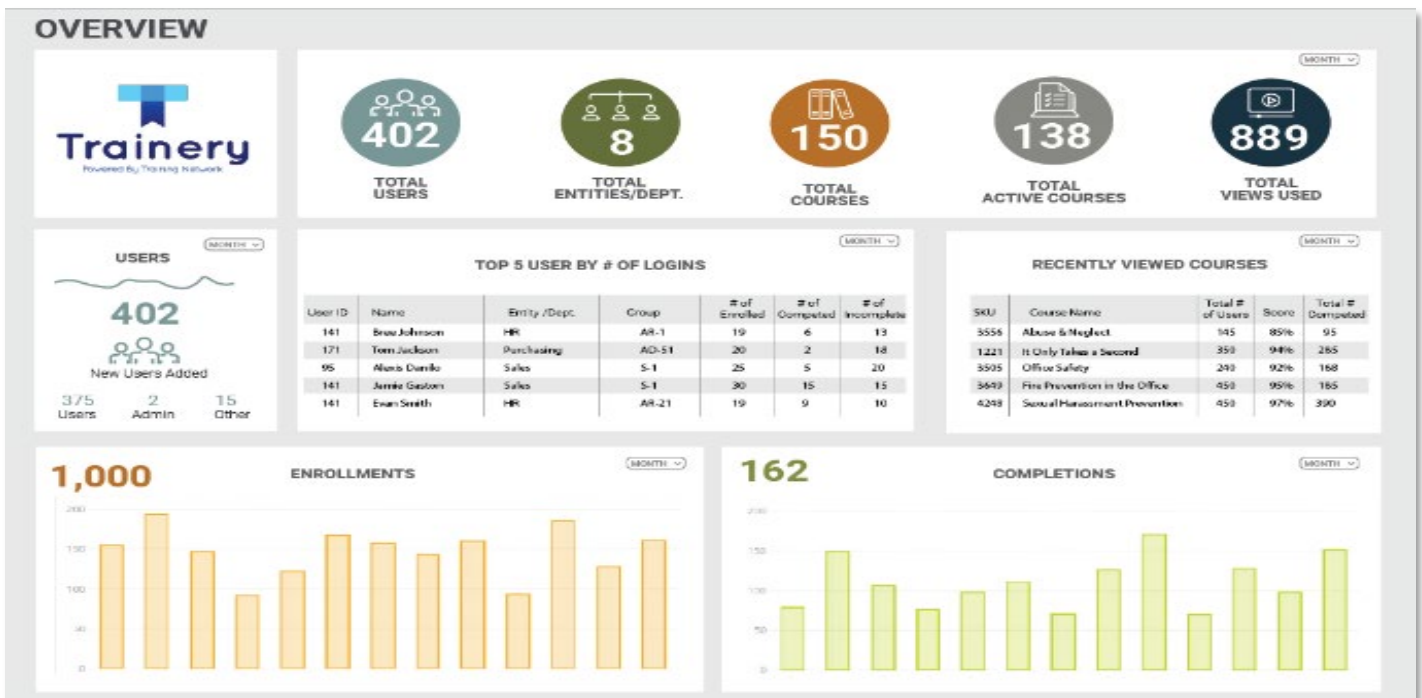
Web Based Training Platform

Streamery is an online streaming solution provided to Brown & Brown customers to facilitate the training of employees on the policies and procedures that build a safe workplace. This resource is provided to the District at no cost.

Streamery serves as a leader in the distribution of Safety, Management, Technology, and Human Resource training programs. They offer a variety of tools and solutions to help organizations comply with HR regulations and requirements, including OSHA, DOT and the EEOC. The innovative training platform includes over 700 videos on demand that can be streamed anytime, anywhere. The included Training Support Materials make this valuable resource the perfect tool for instructor led or individual training. Notable subjects include:

- * Defensive Driving
- * Emergency Planning
- * Active Shooter and Workplace Violence
- * Evacuation Procedures
- * Accident Investigation
- * Using Fire Extinguishers
- * First Aid- Until Help Arrives
- * Hazard Recognition
- * HIPPA Rules and Compliance
- * Harassment in the Workplace

These work best when led by a supervisor or trainer from an individual department. The trainings are short (5-20 minutes on average), so they're perfect for use in weekly safety meetings and employee orientation!



FEMA Public Assistance Coordination

Our vast experience in managing large property claims has led us to develop unique programs such as our FEMA Coordination program. This service was created in response to the difficulty that most public entities experienced in dealing with FEMA after the major storms in 2004.

Our first initiative was to gain an intimate understanding of the Stafford Act and its implications in providing public assistance funds in Florida. We then met directly with FEMA representatives in the Lake Mary Long Term Disaster Recovery office and quickly established a procedure and protocol with FEMA personnel that will improve their ability to quickly pay public assistance funds to our clients. For example, we have provided a current client property policy and schedule to FEMA in advance of any losses so that FEMA will not need to request this information directly from our clients. We have also coordinated the efforts of the insurance company's loss adjusters to better align with the data that FEMA requires on their Project Worksheets. These Project Worksheets are an integral part of FEMA's reimbursement process and can significantly slow the process if they are not completed accurately.

We are also committed to working directly with FEMA representatives and consultants to expedite every aspect of the public assistance process.

In the event of a major loss we will be assisting in every step of the insurance company claims process as well as the FEMA reimbursement process. We are confident that with the protocols in place we can effectively improve the expediting of claim payments and cash flows.

Additional Property Risk Tools and Analytics



A completely online resource providing on-demand hazard risk data. This in-house subscription is utilized to be sure the most accurate and complete underwriting data is provided to the property underwriters via the Property Schedule.

Real Time Data Available for individual sites includes:

- Distance to Coast
- Flood Zone Determination including distance from SFHA zone
- Storm Surge Score
- FEMA Flood Insurance Rate Map and panel number

Property Management Tools

We will make available to the District, at no cost, a valuable web-based Property Asset Management Tool. This property management web-based platform is offered by Asset Works, an industry leading appraisal and asset management company. The system is called AMP and provides the user with an easy and efficient tool to maintain tangible property data including; buildings, contents, property in the open, vehicles, mobile equipment and other fixed assets. AMP can greatly increase the integrity of data and has complete conversion capability for catastrophic modeling, proof of loss documentation and a plethora of property-based reports.

More detail on the benefits and features of this tool can be found on the next two pages.

Property Modeling & Risk Analytics

We have a national contract with AIR Worldwide for access to their **Touchstone** Platform. The Touchstone Platform provides proprietary software-driven program analytics of individual client risk exposures on multi-layered interactive maps. These highly sophisticated analyses provide actionable data via Interactive mapping and client-specific geographic risk profiles, including:

- » Data analysis to reduce uncertainty, ensure accurate underwriting data, and preempt modeling formulas utilized by insurers to evaluate risk, set rate and coverage terms
- » Custom catastrophe and non-catastrophic modelling analysis
- » Visualize severe thunderstorm and windstorm risks
- » Quality data analytics which measure true risk profiles
- » Geo-visualization tool – Spatial Key





Property Risk Management

As an organization, being exposed to a variety of risks is inevitable – being prepared in the event of a risk occurrence is critical. When it comes to managing property data for your organization or risk pool, the AMP Property Risk Management module from AssetWorks offers an innovative approach to risk management. By maintaining data about buildings and structures, property-in-the-open, fixed assets, licensed vehicles, and secondary C.O.P.E. characteristics, in a single, comprehensive database, AMP can help bridge the gap between valuation results and valuation management.

AMP offers a convenient, efficient, and secure method of tracking and reporting data used for:

- Loss control
- Proof-of-loss documentation
- Catastrophe modeling
- Annual updating of values
- Property marketing and placement



With various levels of user access, approval processes, and a complete audit trail, AMP users can be confident in the integrity of their data. Data conversion capabilities for catastrophe modeling, reports for proof-of-loss documentation in the event of a catastrophe, and a simplified insurance renewal process make AMP the clear choice for property risk management.

PROPERTY RISK MANAGEMENT



PRODUCT HIGHLIGHTS:

Property Tracking

Functionality to track multiple individual organizations under one entity. Includes the tracking of primary and secondary COPE data and processes for updating new property and property disposal.

Valuation Management

Includes data trending capabilities using trend factors and a value approval process to facilitate the updating of property values. An insurable values benchmark tool allows users to see differences in proposed insurable values in relation to current insurable values.

Dynamic Reporting Tool

Standard reports are accessible in batch mode and can be filtered by search parameters. Includes reports to assist with data conversion for catastrophe modeling, proof-of-loss documentation, and the insurance renewal process.

System and Data Security

Various levels of user access defined at the entity, organization, site and building level as well as approval processes and a complete auditable history ensure the integrity of data being tracked.

Data Exchange

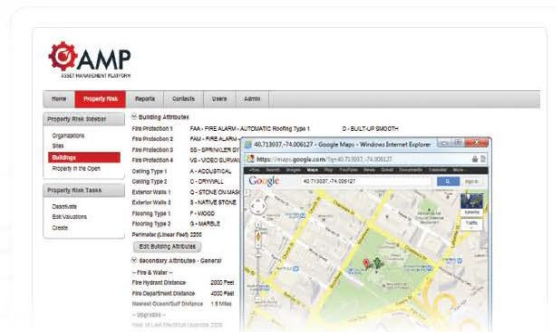
Allows asset and table data to be imported/exported in comma-delimited (CSV) and text formats

Document/Image Repository Management

Provides the ability to assign forms, documents, and image files to individual properties and assets

User-friendly Interface

The "Work Desk" capability allows statistics, reports and other visual tools to be attached to the home screen while an unlimited number of user defined fields allows users to track additional data elements.



BENEFITS:

- Streamline data communication processes and simplify the renewal process by maintaining all information in one sophisticated database, accessible by everyone in real-time.
- Increase efficiency with automated workflow processes for adding new properties, modifying existing property schedules, and removing entries from current property schedules.
- Save time preparing reports for data mapping for catastrophe modeling, proof-of-loss documentation, and the insurance renewal process.
- Rest assured that data is secure and accurate as a result of various levels of user access, approval processes, and a complete audit trail.
- Experience greater leverage in the insurance market with respect to coverage and premiums as a result of submitting accurate data and a detailed risk model.
- Reduced learning curve as a result of user friendly design and intuitive workflows.



3) Financial Interest

Please include a list of any Board/District employees or officials that have a material financial interest (over 5%) using Attachment III, Section 2. Please include the employee/official's name, title/position, and the date they filed the required Conflict of Interest Statement with the Leon County Supervisor of Elections before the Proposal Opening.

None



Tab B

Experience and Organization

1) References

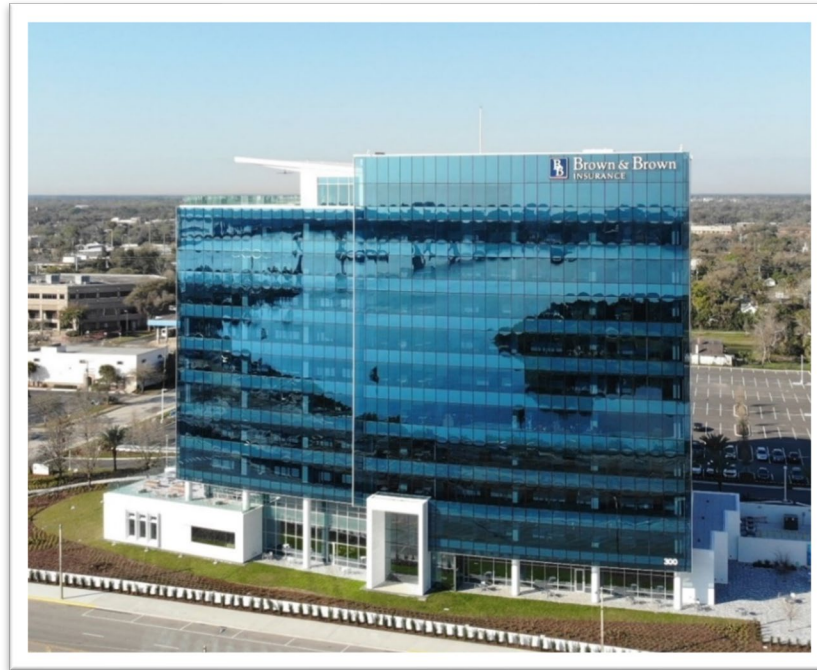
Proposers shall provide at least three (3), but not more than five (5), references from governmental agencies for whom the Proposer has provided services of similar scope and size to the services identified in this RFP. References should reflect current or recent experience and must support the experience requirements of this RFP. To qualify as current/recent experience, services described by references shall be ongoing or shall have been completed within the 12 months preceding the issuance date of this RFP.

Each reference shall be completed and signed by the individual offering the reference, and certified by a notary public, using Attachment V, Proposer's Reference Form. **Current or former employees of the District or current or former members of the Board may not be used and will not be accepted as references if speaking to the services rendered to the District.** The District reserves the right to contact reference sources listed or previous clients not listed in the Proposer's Proposal.

Please reference Tab C. Required Forms, Attachment V, Proposer's Reference Forms

2) Firm Overview: The following items must be included in this section:**a. General information about the Brokerage Firm.**

Our parent company, Brown & Brown, Inc. was founded in 1939 in Daytona Beach and has since grown to be **the largest insurance intermediary in Florida** and the 5th largest in the world. Our Public company is traded on the New York Stock Exchange Symbol: BRO and is a member of the S&P500 Index.



That 80+ year growth has pushed our company beyond 495 offices nationwide, housing more than 15,000 teammates. In the State of Florida, our more than 50 offices, are comprised of 3,000 teammates responsible for the design, placement and servicing of annual insurance premiums in excess of \$2.6 Billion.

The Brown & Brown Public Sector team is a highly specialized unit of insurance advisors 100% trained to deliver industry-leading brokerage services to public entities in the State of Florida. Since 1992, we have continuously refined that specialization and enhanced our services enroute to becoming the largest public entity brokerage in Florida.

Our team provides Property & Casualty and Employee Benefits advisement and insurance services to over 250 Florida governments, including more than 100 Cities, Counties and School Boards.

This includes The Schools Boards of
Osceola County, Leon County, Collier County, Lee County, Pasco County,
and Seminole County

b. Information on any current errors and omissions of actions against the local office.

There are no current errors and omissions of actions against our office.

c. Information on any current legal action involving the local office.

There is no legal action involving our office.

d. Information on any other litigation in or outside of Florida that might have an effect on the Firm's financial condition or its ability to complete the scope of services.

Our firm is not affected by any litigation in or outside of Florida.

e. Information regarding all current investigations by the Florida Attorney General or Florida Department of Financial Services involving the Brokerage Firm.

Our firm is not involved in any investigations by the Florida Attorney General or Florida Department of Financial Services.

f. Outline the process the Firm uses to evaluate the financial stability of insurers.

Security Committee

Although we cannot predict the future results of any company, we offer only financially secure insurers to our clients. Per corporate mandate, Brown & Brown is not authorized to provide quotes to our clients from unauthorized insurers or insurers with an AM Best rating less than A- or those not rated by AM Best without an authorized exception. However, since it may be in the best interest of our clients to review and bind quotes from certain alternative risk transfer providers, Brown & Brown has established a Market Security Committee which reviews and monitors insurers falling into these categories: Risk Retention Groups, Captives, Self-Insured Groups, Trusts, State Funds, and Joint Underwriting Associations.

In addition,

- » Each team member monitors industry news from various sources daily.
- » AM Best ratings are confirmed and provided formally any time a quote is presented.
- » Any discussion or further research regarding ratings or financial position is performed as necessary.

- g. Does the responding brokerage firm (or its parent company) own a property insurance wholesaler that transacts business in Florida? If Yes to the previous question, then please respond to the following:

Yes, Brown & Brown, Inc. owns property insurance wholesalers that transact business in Florida.

- h. Does your firm currently place any public entity (or other) property business with this affiliated wholesaler?

Yes, our firm places property business with three affiliated wholesalers as well as several non-affiliated wholesale brokerage firms.

- i. Does the affiliated wholesaler make a commission on a percentage of the premium basis for placements, and what is the range of customary percentages?

Yes. Traditional commission rates paid by insurance companies is 4% to 7.5%

- j. Is this affiliated wholesaler your largest property wholesale partner? If awarded, the proposer must disclose the compensation earned by the affiliated wholesaler partner (as well as other wholesalers).

Agreed. We will also cap the commission to provide further savings to the District.

3) Narrative Record of Past Experience

As indicated in Section 1.4(j) of this RFP, it is a Mandatory Responsiveness Requirement that the Proposer has a minimum of five (5) years continuous experience in Property & Casualty Insurance Brokerage and Consulting Services in the government sector such as a municipality, school district, or other governmental entity. Details of the Proposer's experience meeting this requirement shall be provided in narrative form and with enough detail for the District to determine its complexity and relevance. Specifically, a Proposer shall include the following:

- a. A description of experience providing services similar in nature to the services sought in this RFP;

We have been fully dedicated to the Florida Public Entity insurance sector since 1992. Our experience with large public entities is extensive and includes highly complex program management for more than 40 clients, including 6 public school districts, which utilize large, layered property programs paired with self-insured casualty and workers compensation programs. Many of these clients have longevity with PRIA of 10+ years.

The Team Leader for the District is Paul Dawson. Mr. Dawson has over 28 years of experience in managing risk management programs for Florida's public entities.

Our entire organization handles countless other similar programs nationwide. Hands on experience and the results of that experience speak volumes for an insurance broker. **Evidence of our abilities and experience with Florida's governmental entities is not solely in a statement trumpeting our greatness but in our recent past performance on behalf of our clients.**

On the following pages you will find a few client highlights which are relevant as it relates to our proactive approach and the results of our diligent efforts in protecting our clients' financial assets. Our successful strategy is to never let a program become stagnant. We constantly take a fresh unbiased approach to the design of an insurance program. The processes used to achieve these results are no different than those that we have and will implement on behalf of the District. There are many other similar examples available, and we are very proud of our long track record of delivering positive results to every client.

In the Florida property market, Brown & Brown Public Sector designs and places single carrier and multi-layered public entity property insurance programs covering more than **\$47 billion in total insured values**. Due to the current high volatility of the Florida property market, it is imperative to be fully immersed in negotiating terms for very large property programs and maintain an excellent relationship with key markets. Critical mass with carriers in this market is a required criteria in order to successfully navigate this challenging market. Brokers that are not fully engaged in negotiating terms for large Florida public entities simply don't possess the necessary expertise to create cost effective programs.



Below is a summary of some of the School District and other large public entity property placements currently controlled by our team.

| Property Placements \$900M+ in Total Insured Value (TIV) | |
|---|------------------|
| Public Entity | TIV |
| Lee County School District | \$2,700,000,000 |
| District School Board of Osceola | \$1,700,000,000 |
| Volusia County School Board | \$1,718,000,000 |
| District School Board of Pasco County | \$2,000,000,000 |
| District School Board of Collier County | \$1,750,000,000 |
| Leon County School Board | \$967,000,000 |
| State of Florida | \$27,300,000,000 |
| Hillsborough County BOCC | \$2,300,000,000 |
| Palm Beach County BOCC | \$2,800,000,000 |
| City of Jacksonville | \$4,332,000,000 |
| Lee County BOCC | \$2,300,000,000 |
| Collier County BOCC | \$1,200,000,000 |

The School District of Osceola County

We prevailed in an RFQ bid process in 2019. The performance below is a great test-case of our team's ability to immediately impact a new client's program results. AJ Gallagher was the incumbent broker prior to our involvement.



- Pre-Renewal Meeting February 2020 – Established short and long-term program objectives for the District's risk management program including premium reduction and creative insurance options.
- 2020 Property Renewal - despite the hardening market conditions following the three consecutive years of major hurricane activity, we negotiated an 11% property rate increase with no reduction in policy terms.
 - Our final property rate and increase was significantly better than other similar school districts including Polk (+42%), Seminole (+22%), Marion (+24%), and Alachua (+52%)
 - Reduced the Boiler and Machinery premium by \$1,483 by eliminating the intermediary broker that Gallagher was using to obtain quotes.
- In 2020 a competitive marketing process for the casualty coverage resulted in a rate reduction of 10% (\$13,700).
- We discovered a deficiency in the Student Accident policy that was missed by the previous broker and corrected the coverage in the 2021 renewal.
- After a comprehensive review of the property schedule, we discovered that the covered walkways were grouped together with buildings. This was another error left over from the previous broker. We amended the schedule to itemize covered walkways on the property schedule reducing the total insured property value by \$88M and **saved the District \$148,000 in premium.**
- We perform an annual flood audit on all District properties and review flood zones for existing flood policies. After much research we were able to amend many flood zones and eliminate the need for 10 flood policies. We also corrected the building and contents coverage limits to match the property schedule. This **saved the District \$36,000 in annual premium.**
- We approached the 2023 property renewal with several strategies to minimize the rate increase that was widespread in Florida. We were able to keep the rate increase to an incredibly low 11% through aggressive negotiations, introducing new markets and adjusting limits. The final program structure maintained FEMA eligibility and aligned with the District's budget constraints.

District School Board of Pasco County

In 2007, Brown & Brown Public Sector became District's broker after competing with Arthur J. Gallagher (incumbent) in an informal submission process which fielded proposals for all lines of property, casualty and workers' compensation insurance quotes.



- In the first 2 years of our contract, Brown & Brown negotiated the following significantly enhanced Property Insurance:
 - Produced a \$3,000,000+ premium savings
 - Improved COPE property information. Discovered 54% of the District's structures were misclassified as Joisted Masonry or Non-Combustible. From our FL public school expertise, we knew that these properties should be classified as Masonry Non-Combustible.
- Increased available windstorm limits to a 500-year Probable Maximum Loss (PML).
- We have overseen and implemented three (3) third-party appraisal processes for over 600 locations. Secondary underwriting data was collected, and the property schedule has been updated and maintained effectively. Recently, extensive discussion and subsequent changes has been implemented to schedule individual portables to allow a more favorable wind deductible.
- During our risk exposure evaluation, we discovered significant additional savings could be realized by having the District place the Builders' Risk coverage for new construction direct in lieu of through the general contractors. Average savings for each project is a 30% reduction in builders risk insurance cost.
- We provide guidance and assistance in drafting new purchasing procedures and consulting on insurance requirements for contractors.
- Assist in implementing extensive District employee loss control and safety training worth \$135,000 annually.

School District of Lee County

Brown & Brown was the successful bidder in a 2009 RFQ, and has subsequently produced excellent results for the School Board.



- With more than \$2 billion of property assets at risk, Lee Schools suffered a multi-million-dollar loss from Hurricane Irma in 2017. Our Team has provided exceptional claims advocacy including the coordination of insurers and policy language, executive adjuster/construction managers, professional services providers, and District Staff on a regular basis. We have also referred corporate resources to assist in FEMA coordination.
- Extensive claims advocacy continues following Hurricane IAN (9/29/2022). We have assisted the District's team and our adjusters to secure a \$25M advance payment within 60 days of the devastating storm.
- Negotiated and delivered reduced property rates for 7 consecutive years. Due to the massive industry losses from 2016 - 2018, the property market finally demanded the first property rate increase in 2019. Despite the hard landscape for negotiating renewal terms for a coastal Florida risk with significant Hurricane losses, we successfully negotiated several policy form enhancements such as FEMA Priority of Payments and increased limit for Professional Services.
- Performed consistent risk identification/analysis and introduction of risk transfer solutions for emerging exposures including district-wide Student Accident coverage, Workplace Violence exposures, Parametric Insurance, Terrorism Insurance, Social Engineering and Cyber Liability.

Leon County District School Board

Brown & Brown Public Sector prevailed in an RFQ bid process in 2017. The performance below is a great test-case of our team's ability to immediately impact a new client's program results.



- Pre-Renewal Meeting March 2018 – Established short and Long-term program objectives for the District's risk management program. Client's primary focus is on reduction in overall premium and creative renewal options for risk-transfer levels.
- Secured **Flat rates and coverage enhancements** for Excess Workers Compensation, Auto Liability and General Liability coverages. (2018)
- Obtained **rate reduction and broader policy terms** for Educators Legal Liability coverage - despite a high volume of claim activity under this policy. (2018)
- **Reduced the excess workers compensation and casualty rate by 20% (\$47,000)** in 2019 by leveraging new and competitive carriers (Argonaut and State National).
- Placed an Active Shooter/ Threat of Violence policy of \$3M limits within District's existing risk management budget constraints. (2019)
- Performed a program-wide cost-of-risk retention analysis, evaluating fully, partial and self-insured structures and carrier options. (2021)
- Established a safety committee to reduce losses and raise awareness of unsafe condition. This committee meets regularly including our attendance and input.
- We recognized the financial impact on the District's property insurance program that Hurricane Ian would cause and began proactively developing strategies to minimize the increase whilst maintaining the protection of the District's assets..
 - We began drafting options and discussing strategies with the School Board's risk management team in February 2023 to ensure we could obtain and evaluate every option available in order to maximize coverage and minimize premium increase.
 - We recognized that we were going to experience a restriction in terms and a reduction in coverage limits, so we planned accordingly by adjusting insured property values and identifying critical locations. This resulted in a more cost-efficient program and guarantee the District will have adequate insurance proceeds to recover from a major loss with minimum out-of-pocket cost.
 - We also designed the program to maintain the District's full eligibility for public assistant proceeds from FEMA. Essentially reducing the District's financial exposure to catastrophic property loss to zero.
 - **Our efforts resulted in a rate increase of 33% and an overall rate of \$.19 per \$100 of insured value. Other Districts in North Florida experienced a 56% rate increase and are currently paying a \$.39 rate. These include Gadsden, Suwannee, Madison, Taylor, Lafayette and Alachua school districts.**

- b. The specific length of time the Proposer has provided similar services, and where services were provided;

Below is a summary of our tenure with our 12 largest clients including 6 school boards.

| Public Entity | Number of Employees | Client Since |
|---|---------------------|--------------|
| Lee County BOCC | 9,000 | 2006 |
| District School Board of Pasco County | 12,800 | 2007 |
| Lee County School District | 11,500 | 2009 |
| Seminole County Schools | 7,500 | 2009 |
| District School Board of Collier County | 7,000 | 2008 |
| State Of Florida | 80,000 | 2015 |
| Leon County School Board | 6,000 | 2017 |
| District School Board of Osceola | 8,300 | 2019 |
| City of Jacksonville | 15,800 | 2019 |
| Palm Beach County | 14,700 | 2020 |
| Collier County | 4,100 | 2021 |
| Hillsborough County | 10,500 | 2022 |

- c. A narrative summary of contract performance in all of the above-identified contracts, self-disclosing any identified performance deficiencies and the assessment of financial consequences or liquidated damages;

We have not experienced any performance deficiencies or liquidated damages in the management of any client's insurance program.

- d. A summary of any exemplary or qualitative findings, recommendations, or other validations, which demonstrate operational experience. (i.e., specialized accreditation, grant awards, etc.); and

Our organization is the leading public entity broker in Florida and in our 31-year history we consistently delivered above average results and outperformed our competitors. Evidence of our exemplary performance can be found in our numerous examples of past experience with public entities of similar size and mission (Tab B, page 42-45). We have never had a contract

terminated for cause and our 97% client retention speaks volumes for our ability to exceed our clients' expectations.

Unfortunately, there are no rewards or accolades for exemplary service and risk consulting in the public entity space. Our reward is the steady growth in our business, our many long-term client relationships and the continued satisfaction of our clients.

- e. A list of all contracts within the last five (5) years that were terminated before the natural expiration of the contract term, both those related to performance issues and those for any other reason, along with an explanation of the circumstances related to the termination.

We have no contracts that terminated before expiration of the contract term.

- i. Stability

Proposers shall identify any suspension, revocation, or review of the Proposer's licensure in the last five (5) years. Proposers shall also disclose any bankruptcies, judgments, or liens within the last five (5) years.

We have no licensure reviews, suspensions, revocations and no bankruptcies, judgments or lien within the last five years.

- ii. Disputes

Proposers shall identify all contract disputes they (or their affiliates, subcontractors, agents, etc.) have had with any customer within the last three (3) years, relating to contracts under which they provided services similar in nature to those described herein. This shall include any circumstance involving the performance or non-performance of a contractual obligation that resulted in (i) identification by the contract customer that the Proposer was in default or breach of a duty under the contract or not performing obligations as required under the Contract; (ii) the issuance of a notice of default or breach; (iii) the institution of any judicial or quasi-judicial action against the Proposer as a result of the alleged default or defect in performance; or (iv) the assessment of any fines, liquidated damages, or financial consequences. Proposers must indicate whether the disputes were resolved and, if so, explain how they were resolved.

There are no customer disputes within our firm or any of our affiliates.

iii. Subcontractor Information

If the Proposer plans to use subcontractors to provide any performance under the Contract, the Proposer shall include detailed information for all subcontractors with whom it plans on contracting. This information shall be provided using Attachment VII, Subcontracting Form. This information shall, at a minimum, include the following: name, contact information, the service(s) subcontractor will be providing under the prospective contract, the number of years the subcontractor has provided services, projects of similar size and scope to the Services sought via this RFP the subcontractor has provided, and all instances of contractual default or debarment (as a prime or subcontractor) the subcontractor has had in the past five (5) years.

Our firm will not be utilizing any subcontractors.

4) Staffing Plan

The Proposer shall describe all staff assigned to the Contract, including an organizational chart outlining the hierarchy of key personnel for the Contract proposed under this RFP. The Proposer shall provide the resume(s) and background information of the staff that will be assigned to this account. Identify the proposed project manager who will be responsible for the day-to-day execution of the engagement and his or her relevant experience.

Our Team

Our entire team of insurance professionals is cross-trained and educated on all accounts, which provides continuity and exceptional service standards. Our proactive approach includes establishing a calendar of events with our clients which maintains the insurance program in real-time and assures that we are aware of and available for important meetings, events and deadlines. This includes communication expectations and reporting requirements. It is our service model to immediately identify and document client expectations and to meet those needs on a daily and ongoing basis.

Part of the Brown & Brown culture is our endless pursuit of learning. All teammates within Brown & Brown are required to maintain required national, state and local licensures. All teammates also are mandated to complete annual training programs and other focused education requirements. 2023 required courses include cyber risk management, ethics, and licensure requirement review. These requirements ensure higher knowledge and consistency of our professionals, and therefore consistency of quality service for our clients.

Brown & Brown University (BBU) has been developed over the past 10 years to provide in-house education to ensure teammates receive technical training, advanced learning, market navigation, leadership skills, product and presentation innovations, and best practices within our culture.

Increasing our knowledge of the insurance industry helps us to stay focused on our core operations and enhance the company's ability to sell and service insurance. In addition to obtaining and maintaining the proper state licenses, teammates and leaders are encouraged to pursue insurance

related designations. The educational programs that encompass these designations serve two important needs. First, the coursework provides insurance professionals with an in-depth understanding of industry practices. Second, having achieved these designations illustrates an insurance professional's expertise in their field to prospective clients.

Brown & Brown has partnered with some of the organizations that offer continuing education and designation programs for the insurance industry including The Institutes, The National Alliance for Insurance Education, The National Association of Benefits and Insurance Professionals, The National Underwriter Company, and The American College. These partnerships give teammates discounts on their education costs. In addition, we reimburse employees for all education costs.

Our team's collective experience exceeds **300 years**, and all teammates are encouraged to continue their pursuit of knowledge by continuing educational endeavors. As a result, most teammates hold professional insurance/risk designations, including:

- Bachelor of Science – Risk Management/Insurance
- AIDA – Associate in Insurance Data Analytics
- ARM-P – Associate in Risk Management for Public Entities
- RMPE – Completion of Risk Management for Public Entities
- CIC – Certified Insurance Counselor
- CISR – Certified Insurance Service Representative
- CPCU – Chartered Property Casualty Underwriter
- CRM – Certified Risk Manager
- GBA – Group Benefits Associate
- GBDS – Group Benefits Disability Specialist
- GWPC -Certified Wellness Program Coordinator
- VBS – Voluntary Benefits Specialist
- CEBS – Certified Employee Benefits Specialist

Team Leader and Project Manager



Paul Dawson, ARM-P
**Senior Vice President/
Public Risk Advisor**

LOCATION: Corporate
Headquarters
Daytona Beach, FL

Paul Dawson will act as the Team Leader and Project Manager for the execution of the District's risk management plan. He will direct our team providing deliverables for this project. Paul's professionalism and expertise in the industry has been exemplified by his commitment to and representation of Florida's large self-insured governmental entities over the past 28 years. Throughout the contract year, Paul will oversee insurance submissions, marketing, negotiation, and presentation of insurance program design. He will be directly involved and responsible for the delivery of related resources including claims advocacy, asset and other insurable financial analysis and valuations, loss control, property appraisal, and other services. His ability to effectively manage these projects has been developed from a unique background and subject-matter focus highlighted below.

- » 28 years' experience includes sole focus on public entity program management, catastrophic claims advocacy,
- » Large multi-layered property design and placement
- » Insurance and self-insurance program and policy design
- » Local government financing and budgeting
- » Public entity law (FL Statutes, procurement, court rulings, contractual liability, etc.)
- » Claims advocacy, including extensive hurricane recovery experience.
- » Informational and educational presentations to public entities and industry organizations.
- » Involved and committed to keeping on the cutting edge of our business and client interests via industry organizations, including FERMA, PRIMA, FCCMA, FLC and RIMS.

Paul's qualifications include the following:

Associates in Risk Management for Public Entities (ARM-P)

Brown & Brown – 1995 to Present

2-20 General Lines Agent License, State of Florida

Executive Vice President



Matt Montgomery
Brown & Brown
Public Sector
Practice Leader

LOCATION: Corporate
Headquarters
Daytona Beach, FL

Mr. Montgomery leads Brown & Brown Public Sector with almost 20 years of experience in Federal and State Government. Matt's expertise is particularly valuable for direct assistance with government agencies, presentations to executive staff and Boards, and other executive meetings as needed. Matt also provides high-level support to all aspects of client services.

Matt's qualifications include the following:

- Florida State University, BS Degree, Philosophy
- Brown & Brown – 2013 to Present
- Florida DHSMV – 2012 to 2013
- Southern Strategy Group – 2007 to 2012
- US Senate Office – 2002 to 2007
- 2-20 General Lines Agent License, State of Florida
- 2-15 Life, Health, & Variable Annuities License, State of Florida
- 8 years Florida Public Entity Insurance Focus
- 20 years of Florida Governmental Experience

Account Executive and Back Up Team Leader



Molly Grande
CPCU, ARM, AIDA
Account Executive

LOCATION: Corporate
Headquarters
Daytona Beach, FL

As the Account Executive and Back Up Team Leader, Molly will serve as back up to the Team Leader and Project Manager for the execution of the District's risk management services. She will act as the primary contact on the rare occasions when Mr. Dawson is unavailable. Molly has experience leading School District program's ranging from \$900M to \$6B in TIV. She brings 7 years of Public Entity and Risk Management experience inclusive of leading service and marketing teams, data analytics & stewardship reporting, and providing contract review and recommendations.

Molly's qualifications include the following:

- Daytona State College, Bachelor of Applied Science, Leadership and Management
- Chartered Property Casualty Underwriter (CPCU)
- Associate in Risk Management (ARM)
- Associate in Insurance Data Analytics (AIDA)
- Certified Insurance Service Representative (CISR)
- Brown & Brown – 2023 to Present
- Arthur J. Gallagher Risk Management – 2021 to 2023
- Foundation Risk Partners – 2018-2021
- 2-20 General Lines Agents License, State of Florida

Critical Support and Service Team



**Robin Russell,
ARM-P, CISR, CSRM
Director of Operations**

LOCATION: Corporate
Headquarters
Daytona Beach, FL

Ms. Russell would oversee day-to-day customer service for the District. With a Risk Management degree from Florida State University, Robin has focused in public entity insurance and risk management for 19 years. She is also charged to constantly improve Brown & Brown Public Sector's service offerings, including technological efficiencies to assist our clients. Her individual account workload is limited to just a few VIP accounts. This special focus allows for immediate resolution of unique needs of our clients. Ms. Russell is well versed in providing solutions for large accounts with the utmost professionalism, including:

- Customized service delivery plan
- Asset schedule and policy management
- Contract and coverage expertise
- Legal and quality control

Ms. Russell's qualifications include the following:

Florida State University,

B.S. Risk Management/Insurance & Finance

Brown & Brown – 2004 to Present

State Farm – 1998 to 2004

Certified Insurance Service Representative (CISR)

Certified School Risk Management (CSRM)

Associate in Risk Management for Public Entities (ARM-P)

2-20 General Lines Agent License, State of Florida

2-15 Life, Health, & Variable Annuities License, State of Florida

1-20 Surplus Lines License, State of Florida

19 years of Florida Public Entity Experience



Melody Blake, ACSR
Senior Public Risk
Specialist

LOCATION: Corporate
Headquarters
Daytona Beach, FL

Ms. Blake will be responsible for the daily service support needs of the District. She will provide routine service functions, including developing insurance proposals; general policy maintenance; daily client communication; maintain property, vehicle, and equipment schedules; claims assistance; and will handle general requests for service in a multitude of other areas as needs arise or as requested.

Key functions include but are not limited to:

- » Quote/Binder/Policy review for accuracy
- » Proposal/Binder/Policy delivery
- » Invoicing, Certificates and general inquiries
- » Audits and premium adjustments
- » Carrier premium payments
- » Property, Auto and Inland Marine Schedule maintenance
- » Provide up-to-date Schedules of Insurance coverage
- » Creation and assembly of reports, claims data and loss history summaries
- » Securing alternative needs such as performance bonds, additional coverages, etc.

Melody's qualifications include the following:

Accredited Customer Service Representative (ACSR)
Brown & Brown – 2010 to Present
Beskin & Associates – 1990 to 2010
2-20 General Lines Agents License, State of Florida
32 years Commercial Insurance Experience
12 years of Florida Public Entity Experience



Alexa Gray, AIC
Public Risk and Claims
Specialist

LOCATION: Corporate
Headquarters
Daytona Beach, FL

Alexa is responsible for front line claims reporting and advocacy for the District. She will also assist with Certificate of Insurance issuance, claims file management, and NFIP Flood program policy administration. Alexa also provides backup for Certificate-related questions and other administrative projects.

Alexa's qualifications include the following:

University of Central Florida, Bachelor of Science
Daytona State College, Associates of Arts
Associate in Claims (AIC)
Brown & Brown – 2017 to Present
2-20 General Lines Agents License, State of Florida
6-20 Claims Adjusting License, State of Florida
5 years Commercial Insurance Experience
5 years of Florida Public Entity Experience

Loss Control and Safety



Elizabeth E. Warren,
ARM, AIS
Vice President

LOCATION: Apex,
Alpharetta, Georgia

Elizabeth provides loss control and risk management services to Leon County Schools. Before joining our team, she spent 9 years with a large metro-Atlanta city, including 6 years as Risk Manager where she handled the property, liability and workers compensation claims for departments including Public Works, Recreation & Parks, Police, and Fire, as well as, the Fleet Management Program. She serves on several local non-profit Boards of Directors, is a certified National Safety Council instructor, and has earned her ARM and AIS designations. She is also a licensed Health and Life Insurance Agent. Elizabeth helps manage and reduce the District's overall risk by reviewing loss trends, identifying hazards, offering specific recommendations and training to mitigate losses, assisting with Safety and Accident Review Committee development, and guidance through numerous other training courses.

Elizabeth's qualifications include:

- 17 years' experience in public entity insurance
- Risk management policies and procedures
- Claims monitoring and mitigation through training programs
- Design, implementation, and servicing of first dollar through self-insured programs, both Property, Casualty and Workers Compensation
- Insurance agent, certified defensive driving instructor
- ARM and AIS designee
- Presenter, Florida Preferred Member Education Day
- Presenter, Florida Preferred ADA Effective Communications
- Presenter at several public entity conferences and health fairs

Local Resources and Support



Greg Jaap, CIC
Executive Vice
President

LOCATION:
Tallahassee, FL

Our local Tallahassee office is led by Mr. Greg Jaap, who will personally handle matters on behalf of the District in conjunction with Paul Dawson and his team. Greg is experienced in providing risk management services to local governments and large property risks. His experience includes servicing the insurance needs of Volusia County Schools and Volusia County BOCC

Greg's Qualifications include:

Florida State University, B.S. Risk Management & Insurance

Certified Insurance Counselor (CIC)

Brown & Brown – 2005 to Present

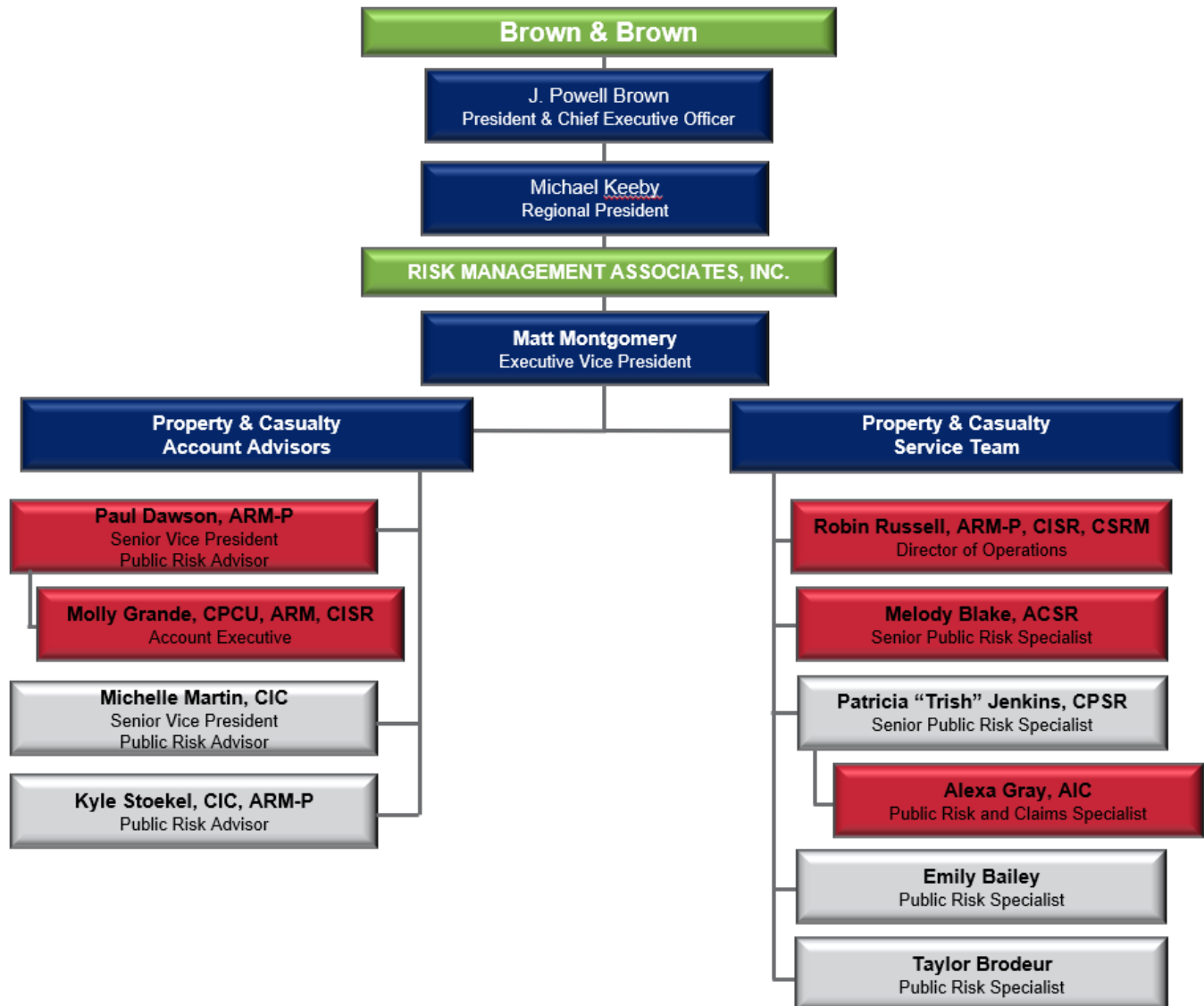
2-20 General Lines Agents License, State of Florida

2-15 Life, Health, and Variable Annuities License, State of Florida

18+ Years of Insurance Experience



Leon County District School Board Team Organizational Chart





FLORIDA DEPARTMENT of FINANCIAL SERVICES

RISK MANAGEMENT ASSOCIATES, INC. DBA PUBLIC
RISK INSURANCE ADVISORS

300 NORTH BEACH ST
DAYTONA BEACH FL 32114

Agency License Number L018706

Location Number: 133164

Issued On 09/14/2006

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.

Jimmy Patronis
Chief Financial Officer
State of Florida



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

MATTHEW ROBERT MONTGOMERY

License Number : W162587

Resident Insurance License

- 0220 - GENERAL LINES (PROP & CAS)
- 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date

01/09/2014
10/04/2013

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "License Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/DivisionAgents>.

Jeff Axtor
Jeff Axtor
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

WILLIAM PAUL DAWSON

License Number : A063548

Resident Insurance License

- 0220 - GENERAL LINES (PROP & CAS)

Issue Date

04/22/1995

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or insurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a licensee applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 620.2815 or 640.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://fls.fds.com>. To validate the accuracy of this license you may review the individual license record under "License Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/DivisionAgents>.

Jimmy Patronis
Jimmy Patronis
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

MOLLY BRIANE GRANDE

License Number : W474479

Resident Insurance License

- 0220 - GENERAL LINES (PROP & CAS)

Issue Date

02/01/2019

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or insurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a licensee applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 620.2815 or 640.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://fls.fds.com>. To validate the accuracy of this license you may review the individual license record under "License Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/DivisionAgents>.

Jimmy Patronis
Jimmy Patronis
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

ROBIN LEE RUSSELL

License Number : A295946

Resident Insurance License

- 0215 - LIFE INCL VAR ANNUITY & HEALTH
- 0120 - SURPLUS LINES
- 0220 - GENERAL LINES (PROP & CAS)

Issue Date

08/16/2002
10/15/2006
07/02/1998

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or insurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a licensee applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 620.2815 or 640.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://fls.fds.com>. To validate the accuracy of this license you may review the individual license record under "License Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/DivisionAgents>.

Jimmy Patronis
Jimmy Patronis
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

MELODY A BLAKE

License Number : P086087

Resident Insurance License

- 0220 - GENERAL LINES (PROP & CAS)

Issue Date

09/14/2006

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or insurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a licensee applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 620.2815 or 640.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://fls.fds.com>. To validate the accuracy of this license you may review the individual license record under "License Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/DivisionAgents>.

Jimmy Patronis
Jimmy Patronis
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

ALEXA PATRYCE GRAY

License Number : W399282

Resident Insurance License

- 0620 - ADJUSTER - ALL LINES
- 0220 - GENERAL LINES (PROP & CAS)

Issue Date

02/23/2021
05/15/2017

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or insurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a licensee applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 620.2815 or 640.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://fls.fds.com>. To validate the accuracy of this license you may review the individual license record under "License Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/DivisionAgents>.

Jimmy Patronis
Jimmy Patronis
Chief Financial Officer
State of Florida

*Additional licenses available upon request.



Tab C

Required Forms

Attachment II Required Provisions Certifications

1. Business/Corporate Experience

This is to certify that the Proposer is:

- a. Duly licensed to conduct business in the State of Florida;
- b. Has a minimum of five (5) years continuous experience in Property & Casualty Insurance Brokerage and Consulting Services in the government sector such as a municipality, school district, or other governmental entity;
- c. Has experience in providing Property & Casualty Insurance Brokerage and Consulting Services to at least three (3) customers of similar scope and size such as a municipality, school district, or other governmental entity;
- d. Broker or agent has experience placing a property insurance program with a minimum of Total Insured Values (TIVs) in the State of Florida in excess of \$150,000,000.

2. Prime Vendor

This is to certify that the Successful Proposer will act as the Prime Contractor to the District for all services provided under the Contract(s).

3. Meets Legal Requirements

This is to certify that the Proposer's Proposal and all services provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.).

4. Financial Disclosure

This is to certify that the Proposer has disclosed in their Proposal all suspensions, revocations, bankruptcies, judgements, or liens in the last five (5) years.

5. Federal Debarment

This is to certify that neither the Proposer, nor its principles, is currently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any Federal department or agency.

6. Conflict of Interest

Per Section 1001.42(12)(i), F.S., this certifies that no member of the Leon County School Board or the Superintendent has any financial interest in the Proposer whatsoever.

7. Statement of No Inducement

This is to certify that no attempt has been made or will be made by the Proposer to induce any other person or Contractor to submit or not to submit a Proposal with regards to this RFP. Furthermore, this is to certify that the Proposal contained herein is submitted in good faith and not subject to any agreement or discussion with, or inducement from, any Contractor or person to submit a complementary or other non-competitive Proposal.

8. Statement of Non-Disclosure

This is to certify that none of the contents of this Proposal have been disclosed before award, directly or indirectly, to any other Proposer or competitor.


9. **Statement of Non-Collusion**

This is to certify that the proposed costs in this Proposal have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such costs with any other Proposer or with any competitor and not to restrict competition.

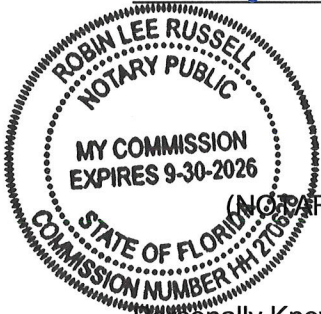
10. **Scrutinized Companies Certification**

The Proposer certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the resulting Contract exceeds \$1,000,000.00 in total, not including renewal years, the Proposer certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. In compliance with Sections 287.135(5), F.S., and 287.135(3), F.S., the Proposer agrees the District may immediately terminate the resulting Contract for cause if the Proposer is found to have submitted a false certification or if the Proposer is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a bid or proposal for a contract, or intends to enter into or renew a contract with an agency or local governmental entity for commodities or services, of any amount, must certify that the company is not participating in a boycott of Israel.

By signing this certification below, the Authorized Representative affirms they have the authority to bind the Proposer and acknowledges and affirms the statements above.

STATE OF FLORIDA Matthew Montgomery 
COUNTY OF Volusia Authorized Representative (Print) Authorized Representative (Signature)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 21st day of November, 2023, by Matthew Montgomery (name of authorized representative) as Executive Vice President (position title) for Risk Management Associates, Inc. (Vendor Name).




Notary Signature

Robin Lee Russell
Name of Notary (Typed, Printed, or Stamped)

Personally Known ☒ OR Produced Identification ☐ Type of Identification _____

Attachment III
Notice of Conflict of Interest

Company Name: Risk Management Associates, Inc. [Proposers shall complete either Section 1 or Section 2]

Solicitation Number: RFP 249-2024

To participate in this solicitation process and comply with the provisions of Chapter 112.313, Florida Statutes, the undersigned corporate officer hereby discloses the following information to the Leon County School Board.

Section 1

I hereby certify that no official or employee of the School Board requiring the goods or services described in these specifications has a material financial interest in this company.



Authorized Representative (Signature)

Matthew Montgomery

Authorized Representative (Print)

Section 2

I hereby certify that the following named Leon County School Board official(s) and employee(s) have a material financial interest(s) (over 5%) in this company, and they have filed Conflict of Interest Statements with the Leon County Supervisor of Elections, before the Proposal Opening.

| Name | Title/Position | Date of Filing |
|-------------|----------------|----------------|
| <u>None</u> | | |
| | | |
| | | |
| | | |
| | | |

Authorized Representative (Signature)


Authorized Representative (Print)

Date

Attachment IV Proposer Contact Information

The Proposer shall identify the contact information for solicitation and contractual purposes via the requested fields in the table below.

| | For solicitation purposes, the Proposer's representative shall be: | For contractual purposes, should the Proposer be awarded, the Proposer's representative shall be: |
|------------------------------|---|--|
| Name: | Paul Dawson, ARM-P | Matthew Montgomery |
| Title: | Senior Vice President | Executive Vice President |
| Street Address: | 300 North Beach Street | 300 North Beach Street |
| City, State, Zip code | Daytona Beach, FL 32114 | Daytona Beach, FL 32114 |
| Telephone: (Office) | (386) 239-4045 | (386) 239-7245 |
| Telephone: (Cell) | (407) 496-0989 | (850) 528-7423 |
| Email: | paul.dawson@bbrown.com | matt.montgomery@bbrown.com |

| | | |
|----------------------------------|---|-------------|
| Risk Management Associates, Inc. |  | 11/21/2023 |
| Company Name | Authorized Representative (Signature) | Date |
| 59-2445801 | Matthew Montgomery | |
| FEIN # | Authorized Representative (Printed) | |

Attachment V

Proposer's Reference Form

In the spaces provided below, the Proposer shall list all names under which it has operated during the past five (5) years.

Risk Management Associates, Inc. - Corporate name for the past 30+ years.

Previously known fictitious names - Public Risk Insurance Agency and Public Risk Insurance Advisors

On the following pages, the Proposer shall provide the information indicated for three (3) separate and verifiable references. The references listed must be for businesses or government entities for whom the Proposer has provided services of similar scope and size to the services identified in the RFP. The same reference may not be listed for more than one (1) organization and confidential references shall not be included. In the event, the Proposer has had a name change since the time work was performed for a listed reference, the name under which the Proposer operated at that time must be provided in the space provided for the Proposer's Name.

References that are listed as subcontractors in the response will not be accepted as references under this solicitation. Additionally, References shall pertain to current and ongoing services or those that were completed before January 1, 2021. References shall not be given by:

- Persons employed by the District within the past three (3) years.
- Persons currently or formerly employed or supervised by the Proposer or its affiliates.
- Board members within the Proposer's organization.
- Relatives of any of the above.

References must be signed and notarized to be accepted.

Additionally, the District reserves the right to contact references other than those identified by the Proposer to obtain additional information regarding past performance.

Proposer's Reference Form

Reference #1

Proposer Name: Risk Management Associates, Inc., a wholly owned subsidiary of Brown & Brown, Inc.

Reference Company Name: The School Board of Osceola County

Address: 817 Bill Beck Blvd Kissimmee FL 34744

Primary Contact Person: Lauren M. Haddox Alternate Contact Person: Dawn Lobkovich

Primary Contact Title: Director of Risk and Benefits Management Alternate Contact Title: Risk Management Supervisor

Primary Contact Phone: (407) 870-4989 Alternate Contact Phone: 407-518-2939

Primary Contact Email: Lauren.Haddox@osceolaschools.net Alternate Contact Email: dawn.lobkovich@osceolaschools.net

Contract Performance Period: 2019 - Present Location of Services: Daytona Beach, FL

Brief description of the services performed for this reference:

Risk management consulting, competitive marketing of all property & casualty insurance policies, maintain schedules of insured property, provides training and loss control services.

Overall contract performance: ☐ Poor ☐ Fair ☐ Adequate ☐ Good ☒ Excellent

Would you contract with this vendor again? Yes ☒ No ☐

Lauren M. Haddox

10/18/2023

Primary Reference Contact Signature

Date

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 18th day of October, 2023, by Lauren M. Haddox (name of authorized representative) as Director of Risk and Benefits Management (position title) for The School Board of Osceola County (company name).



VANESSA LOUIS
Notary Public
State of Florida
Comm# HH432027
Expires 9/3/2027

Vanessa Louis
Notary Signature

Vanessa Louis

Name of Notary (Typed, Printed, or Stamped)

Personally Known ☒ OR Produced Identification ☐ Type of Identification _____

Proposer's Reference Form

Reference #2

Proposer Name: Risk Management Associates, Inc., a wholly owned subsidiary of Brown & Brown, Inc.

Reference Company Name: The District School Board of Collier County, FL

Address: 5775 Osceola Trail, Naples, FL 34109

Primary Contact Person: Marjorie Kenol Alternate Contact Person: _____

Primary Contact Title: Coordinator of Ins. & Risk Svcs Alternate Contact Title: _____

Primary Contact Phone: (239) 377-0341 Alternate Contact Phone: _____

Primary Contact Email: kenolm@collierschools.com Alternate Contact Email: _____

Contract Performance Period: 2008 - Present Location of Services: Daytona Beach, FL

Brief description of the services performed for this reference:

Risk Management Associates has provided excellent services for our District. Michelle Martin, Robin Russell, and their team have helped secure the best insurance products at the best market rates to meet our insurance needs. We hold several meetings in person with them and via Teams to discuss products that will benefit our District. They are always available to guide and answer questions that we have. They go the extra mile to answer questions and explain all levels of insurance policies. They have also been readily available to assist us during storm periods.

Overall contract performance: ☐ Poor ☐ Fair ☐ Adequate ☐ Good ☒ Excellent

Would you contract with this vendor again? Yes ☒ No ☐

Marjorie Kenol 10/18/2023

Primary Reference Contact Signature

Date

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization

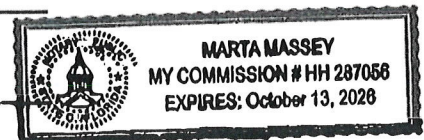
this 18 day of October, 2023, by Marjorie Kenol (name of authorized representative) as

Coordinator (Ins & Risk Svcs) (position title) for District School Board of Collier County (company name).

Notary Signature

(NOTARY SEAL)

Name of Notary (Typed, Printed, or Stamped)



Personally Known ☒ OR Produced Identification ☐ Type of Identification _____

Proposer's Reference Form

Reference #1

Proposer Name: Risk Management Associates, Inc., a wholly owned subsidiary of Brown & Brown, Inc.

Reference Company Name: The School Board of Lee County

Address: 2855 Colonial Blvd, Fort Myers, FL 33966

Primary Contact Person: Cathy Richards **Alternate Contact Person:** _____

Primary Contact Title: Risk Management Coordinator **Alternate Contact Title:** _____

Primary Contact Phone: (239) 335-1402 **Alternate Contact Phone:** _____

Primary Contact Email: cathysr@leeschools.net **Alternate Contact Email:** _____

Contract Performance Period: 2009 - Present **Location of Services:** Daytona Beach, FL

Brief description of the services performed for this reference:

Risk Management Associates has been our Insurance Consultant and Broker since 2009. I have worked directly with them since 2011. I trust their expertise and knowledge in helping our District secure the best insurance platform available to us. They are very responsive to our needs and always have our best interest in mind.

Overall contract performance: ☐ Poor ☐ Fair ☐ Adequate ☐ Good ☒ Excellent

Would you contract with this vendor again? Yes ☒ No ☐

Cathy Richards

10/17/23

Primary Reference Contact Signature

Date

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 17 day of October, 2023, by Cathy Richards (name of authorized representative) as Risk Management Coordinator (position title) for The School Board of Lee County (company name).

Robin Lee Russell

Notary Signature

Robin Lee Russell

Name of Notary (Typed, Printed, or Stamped)

(NOTARY SEAL)

Personally Known ☒ OR Produced Identification ☐ Type of Identification _____



Proposer's Reference Form

Reference #1

Proposer Name: Risk Management Associates, Inc., a wholly owned subsidiary of Brown & Brown, Inc.

Reference Company Name: Pasco County School Board

Address: 7227 Land O' Lakes Blvd, Land O' Lakes, FL 34638

Primary Contact Person: Aaron Rinaldi Alternate Contact Person: _____

Primary Contact Title: Risk Manager Alternate Contact Title: _____

Primary Contact Phone: (813) 794-2345 Alternate Contact Phone: _____

Primary Contact Email: arinaldi@pasco.k12.fl.us Alternate Contact Email: _____

Contract Performance Period: 2007 - Present Location of Services: Daytona Beach, FL

Brief description of the services performed for this reference:

Our school Districts broker.

Overall contract performance: ☐ Poor ☐ Fair ☐ Adequate ☐ Good ☒ Excellent

Would you contract with this vendor again? Yes ☒ No ☐

Aaron J. Rinaldi

10/17/2023

Primary Reference Contact Signature

Date

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 17th day of October, 2023, by Aaron Rinaldi (name of authorized representative) as Risk Manager (position title) for Pasco County Schools (company name).

Robin Lee Russell

Notary Signature

Robin Lee Russell

Name of Notary (Typed, Printed, or Stamped)

(NOTARY SEAL)



Personally Known ☒ OR Produced Identification ☐ Type of Identification _____

Attachment VI
Local Preference Affidavit

To qualify for the Local Vendor Preference, a Proposer must have a physical location in Leon County (or an Adjacent County), employ at least one (1) person at that location, and have been licensed, as required, for at least six (6) months before the Proposal Opening. The Proposer should have 200 employees or less and less than \$5,000,000 in adjusted gross income. The Proposer, on a day-to-day basis, should provide the goods/services provided under this Contract substantially from the local business address. Post Office boxes are not acceptable for purposes of obtaining this preference.

By completing this Affidavit, the Proposer affirms that it is a local or Adjacent County Business, as defined by Board Policy 6450.

Please complete the following in support of the self-certification:

Proposer Name: Risk Management Associates, Inc., a wholly owned subsidiary of Brown & Brown

Physical Address: 3520 Thomasville Road, Suite 500, Tallahassee, FL 32309

County: Leon

Phone of Local Location: (850) 907-3172

Length of Time at this Location: 20 **# of Employees at this Location:** 38

Is your business certified as a Small Business Enterprise (SBE) through Leon County Schools?

No

STATE OF FLORIDA
COUNTY OF Volusia

Matthew Montgomery

Authorized Representative (Print)



Authorized Representative (Signature)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 21st day of November, 2023, by Matthew Montgomery (name of authorized representative) as Executive Vice President (position title) for Risk Management Associates, Inc. (company name).



Notary Signature

(NOTARY SEAL)

Robin Lee Russell
Name of Notary (Typed, Printed, or Stamped)



Personally Known ☒ OR Produced Identification ☐ Type of Identification _____

Attachment VII
Subcontracting Form

The Proposer shall complete the information below on all subcontractors that will be providing services to the Proposer to meet the requirements of the Contract, should the Proposer be awarded. Submission of this form does not indicate the District's approval of such subcontractor(s), but provides the District with information on proposed subcontractors for review.

Complete a separate sheet for each subcontractor.

Prime Proposer Name:

Not Applicable

Type/Description of Goods or Service Subcontractor will provide:

Subcontractor Company Name: _____ FEIN: _____

Contact Person: _____ Contact Phone Number: _____

Address: _____

Email address: _____

Currently Registered as a Small Business Enterprise (SBE) with Leon County Schools? Yes _____ No _____

Local Proposer per PO6450? Yes _____ No _____

In a job description format, identify the responsibilities and duties of the subcontractor based on the specifications or scope of services outlined in this solicitation.

Attachment VIII
Drug-Free Workplace Certification

The undersigned Proposer, in accordance with Section 287.087, F.S. hereby certifies that

Risk Management Associates, Inc., a wholly owned subsidiary of Brown & Brown, Inc.

Name of Business

does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counselling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this Contractor complies fully with the above requirements.

Signature of Authorized Officer



Date 11/21/2023

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048
Attachment IX
RFP 249-2024
Property & Casualty Insurance
Brokerage and Consulting Services (Re-Solicitation)

Attachment IX

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048
Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this

ORGANIZATION NAME

Risk Management Associates, Inc.

PR/AWARD NUMBER OR PROJECT NAME

RFP 249-2024

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

Matthew Montgomery, Executive Vice President

SIGNATURE(S)



DATE

11/21/2023

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048
Attachment IX
RFP 249-2024
Property & Casualty Insurance
Brokerage and Consulting Services (Re-Solicitation)

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment X

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE
AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated-funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By Not Applicable

Date: _____

(Signature of Official (Executive Director) Authorized to Sign Application)

By _____

Date: _____

(Signature of Official (Chief Financial Officer) Authorized to Sign Application)

For _____

Name of Grantee

Title of Grant Program

Certification Regarding Lobbying
Attachment X
RFP 249-2024
Property & Casualty Insurance
Brokerage and Consulting Services (Re-Solicitation)

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

| | | |
|--|---|--|
| 1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance | 2. Status of Federal Action: a. bid/offer/application ____ b. initial award c. post-award | 3. Report Type: a. initial filing ____ b. material change For material change only: Year ____ quarter ____ Date of last report ____ |
| 4. Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier ____, if Known: Congressional District, if known: | | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: |
| 6. Federal Department/Agency: | 7. Federal Program Name/Description: CFDA Number, if applicable: _____ | |
| 8. Federal Action Number, if known: | 9. Award Amount, if known: \$ | |
| 10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> | b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> | |

**Certification Regarding Lobbying
Attachment X
RFP 249-2024
Property & Casualty Insurance
Brokerage and Consulting Services (Re-Solicitation)**

11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

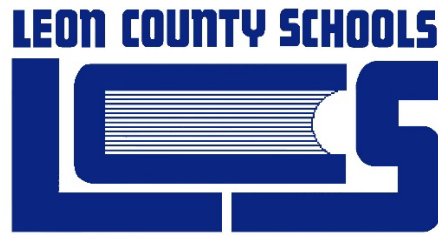
Telephone No.: _____ **Date:** _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations to Bid (ITB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.



RFP No. 249-2024

Property & Casualty Insurance Brokerage and Consulting Services

Cost Proposal

Response Prepared By:

Risk Management Associates, Inc.

Brown & Brown Public Sector

A wholly owned subsidiary of Brown & Brown, Inc.

Paul Dawson, ARM-P – Senior Vice President
300 North Beach Street
Daytona Beach, FL 32114
(407) 496-0989

Submittal Date: November 28, 2023 at 2:00 PM

Electronic Copy



**Cost Proposal Form
Attachment I
RFP 249-2024
Property & Casualty Insurance
Brokerage and Consulting Services (Re-Solicitation)**

**Attachment I
Cost Proposal Form**

RFP No. 249-2024 Property & Casualty Insurance Brokerage and Consulting Services

| Item # | Description | Cost Proposal |
|---|--|--------------------------|
| 1. | Contractor Service Fee: Total Annual Compensation (Flat Fee) | \$ <u>85,000*</u> |
| Optional Services (Not considered in Contract Award) It is anticipated that the Contractor would use staff with a variety of skill and experience levels in providing any additional services contemplated by this RFP. Contractors should include below an hourly rate for each type of staff. | | |
| 2. | Manager | \$ <u>Included</u> /hour |
| 3. | Supervisor | \$ <u>Included</u> /hour |
| 4 | Staff | \$ <u>Included</u> /hour |

Risk Management Associates, Inc.
Company Name

59-2445801
FEIN

Matthew Montgomery
Authorized Representative Name (Printed)

Executive Vice President
Authorized Representative Title


Authorized Representative Signature

11/21/2023
Date

*The exception to the Fee Proposal is for policies that are written in the National Flood Insurance Program. This program is a Federal government program falling under the direction of FEMA. In April 2012 FEMA issued a memorandum of understanding directing the administrators (underwriting and policy issuance companies) to prohibit the practice of rebating or returning of commissions for flood policies written in the National Flood Insurance Program. Violations of this directive can result in agents having the contracts with NFIP administrators revoked. Consequently, Brown & Brown attorneys have determined that in order to maintain our good standing with NFIP and supporting administrators we will comply with this directive for all NFIP policies and all broker agreements.